

No. 1

Plaint



IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

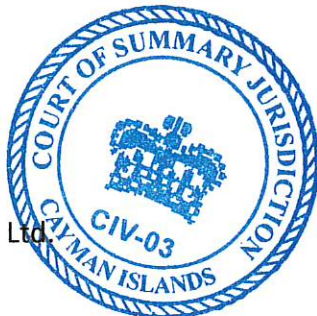
BETWEEN: JAMMELLIA BUDDOO (FORMERLY JAMMELLIA BLACKWOOD)

PLAINTIFF

AND: SADDLEWOOD ESTATES INVESTMENTS LTD.

DEFENDANT

To the Defendant
Saddlewood Estates Investments Ltd.
PO Box 559
Grand Cayman KY1-1502
Cayman Islands



THIS PLAINT has been issued against you by the above – named Plaintiff in respect of the claim set out on the next page.

Within 14 days after service of this Complaint on you, counting the day of service you must either satisfy the claim or return to the Court Office, PO Box 495GT, George Town, Grand Cayman, the accompanying Acknowledgment of Service form stating therein whether you intend to contest this action. If you intend to defend the action, in whole or in part, you must set out **full particulars of your defence** in the space provided in the Acknowledgement of Service form.

If you fail to satisfy the claim or fail to return the Acknowledgement of Service form containing full particulars of your defence, the Plaintiff may apply for a default judgment without any further notice to you.

Issued this 9th day of September 2020

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

1. On the 13th day of November 2018 the Plaintiff and the Defendant entered into 2 agreements to
 - a. Purchase the Saddlewood Strata lot Block 27D; Parcel 420 H3; and
 - b. Construct a 3 bedroom 2 bathroom 1356 square foot house on said lot

on or before December 31, 2019. I attach hereto and mark as JB1 and JB2 respectively the said signed Agreement for Sale and Agreement to Develop.
2. It was communicated to and understood by the Defendant that the property was being purchased as a means of real estate investment in order for the Plaintiff to have sufficient points to apply for permanent residency and hence, was a matter of urgency.
3. The Defendant advised the Plaintiff that the lot selected had already been submitted to the Department of Planning for a previous purchaser who was no longer interested. With the exception of a few small changes to be made to the architectural plans, this would expedite the processing of the application which was welcomed by the Plaintiff. I attach hereto email from info@saddlewoodestates.ky to Plaintiff dated January 21, 2019 marked JB3 for identity.
4. In January of 2019 the Plaintiff made queries to the Defendant as to the status of the planning permission application and the date construction would begin once the requisite planning approval was obtained. The Defendant advised that building permits took up to 6 months to be received and that the Plaintiff had saved 6 weeks to receive a draft plan from the architect. The Defendant was awaiting updates from the architect and once received the Defendant would be able to confirm at what stage the planning application was.
5. Several attempts were made via phone calls, visits and emails by the Plaintiff requesting an update on the application proved unsuccessful for 7 months. In fact, the Defendant had started to provide updates on the wrong unit to the Plaintiff advising that the application was with planning awaiting approval.
6. In September 2019 the Plaintiff did her own investigation and was advised by the Department of Planning that approval for the modification was only received May 23, 2019 and approved June 5, 2019. As at September 14, 2019 the Department of Planning still had not received any documents from the architect for the application to be moved on to the next stage with the Building Control Unit for permit approval.
7. Building approval was not received until December 2019.
8. The Plaintiff made several requests for the completion date of the house now that the building permit had been obtained. The Defendant was unable to provide such information.
9. Communication with the Defendant became very poor after September 2019. Requests were made by the Plaintiff to have a meeting with the Defendant which has not happened to date.

10. A site visit on February 2, 2020 by the Plaintiff revealed that ground had not yet been broken for construction of the property.
11. On the 7th day of February 2020 the Plaintiff exercised her right to rescind the Agreement for Sale and the Agreement to Develop pursuant to clause 5 titled "Completion Date" of the respective agreements via registered mail and email to the Defendant and requested the repayment of the down payment and stamp duty paid by the defendant as stipulated in clause 5.
12. The Defendant responded via email and agreed to repay the down payment of \$5,000.00 by the 10th of March, 2020.
13. To the date of the filing of this Plaint the Plaintiff has neither received the down payment nor has the Defendant provided any timeline for the collection of the amount owed even after repeated calls, emails and visits to the Defendant's office.

Particulars of Loss

Principal CI\$ 5,000.00

Rate of Interest from February 7, 2020 to the date of filing is 2.38% per annum

Interest from February 1, 2020 to date of filing is \$69.42

Per diem interest as of February 7, 2020 is \$0.33

AND THE PLAINTIFF CLAIMS:

- a) The sum of \$5,000.00
- b) Accrued interest of \$69.42
- c) Continuing interest pursuant to the Judicature Law at \$0.32 per day
- d) Costs

Dated the 9th day of September, 2020

X



Jammellia Buddoo (Formerly Jammellia Blackwood)
Plaintiff

Plaintiff's Address for service

PO Box 12368
Grand Cayman KY1-1011
Cayman Islands

Tel # : 327-2319

Email : jammellia.buddoo@gmail.com

JB1

Dated this 13th day of November 2018

Saddlewood Estates Investments Ltd.
Vendor

and

Jammellia Blackwood
Purchaser

SADDLEWOOD ESTATES
AGREEMENT FOR SALE

Broadhurst Attorneys at Law
P.O. Box 2503
Grand Cayman KY1-1104, Cayman Islands
Tel: 345 949 7237 – Fax: 345 949 7725

THIS AGREEMENT is made the 13th day of November 2018

BETWEEN: (1) **SADDLEWOOD ESTATES INVESTMENTS LTD.**
of P O Box 559,
Grand Cayman KY1-1502
("the Vendor");

AND: (2) **JAMMELLIA BLACKWOOD**
of PO Box 12368
Grand Caymn KY1-1101
("the Purchaser").

WHEREAS:

- (A) The Vendor is the registered proprietor under the Registered Land Law (2004 Revision) of land located at Savannah, a part of **Block 27D; Parcel 420 H3**
- (B) The Vendor has agreed with the Purchaser to sell part of the land located in the Strata Lot as outlined in the Site Plan annexed hereto and forming one Strata Lot in the Development together with so much of the Vendor estate and interest as Purchaser in common in the Common Strata Lot as is appurtenant to the Strata Lot and being part of the Parcel; and
- (C) The Purchaser has agreed to the construction of a dwelling house by the Vendor on the Strata Lot upon the terms and conditions of a Development Agreement signed on even date herewith; and
- (D) This agreement supersedes all prior agreements; and

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretation

In this Agreement:

1.1 Unless the context requires otherwise:

- "the By-Laws" means the By-Laws of the Strata Corporation.
- "the Completion Date" defined in accordance with Clause 5 hereof.
- "Common Property " means so much of the Strata Plan (including all buildings, driveways, landscaping, leisure facilities, walls and other constructions or erections whatever at or on the Strata Plan) as is not comprised in any Strata Lot.
- "Completion Notice: means a notice served under Clause 19 hereof.
- "the Deposit" means the deposit paid by the Purchasers to the Vendor's Attorneys, in accordance with Clause 4.
- "the Development" means the land described in the Land Registry of the Cayman Islands as Savannah, a part of **Block 27D; Parcel 420 H3** at approximately **6507 sq.ft.**
- "Dollars" or "\$" means Cayman Islands Dollars.

"the Land Register"	means the Land Register relating to the Strata Lot's registered title.
"the Land Registry"	means the Cayman Islands Land Registry.
"the Law"	means the Registered Land Law (2004) Revision.
"the House"	means the House to be constructed by the Vendor on the Strata Lot.
"the Purchase Price"	the sum of CI\$42,295.50 (Forty-two Thousand Two Hundred Ninety-Five Cayman Islands Dollars) (6507sf at CI\$6.50/sf).
"the Strata Corporation"	means the Strata Corporation known as "The Proprietors of Strata Plan No. 732
"the Strata Lot"	means the land located in the Strata Lot as outlined in the Site Plan annexed hereto known as Saddlewood L at Savannah, a part of Block 27D; Parcel 420 H3 in the Development together with so much of the Vendor's estate and interest as tenant in common in the Common Strata Lot as is appurtenant to the Strata Lot and being part of the Development.
"the Strata Plan"	means the Plan filed or to be filed by the Vendor in the Land Registry under the provisions of the Strata Titles Registration Law 2006 in relation to the Development.
"the Vendor's Attorney"	means Broadhurst Attorneys at Law

- 1.2 Where the context so admits the expressions "the Vendor" and "the Purchasers" includes the personal representatives of the Vendor and the Purchasers, and "the Purchasers" shall include any successors in title of the Purchasers.
- 1.3 Where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons.
- 1.4 Words importing persons one gender only shall include the other and words importing the singular number only shall include the plural and vice versa;
- 1.5 Words importing persons include companies and associations or bodies of persons whether corporate or unincorporated;
- 1.6 References to clauses, schedules and annexes are reference to clauses of, schedules to and annexes to this Agreement;
- 1.7 References to statutes are, unless otherwise specified, references to statutes of the Cayman Islands, and include any statutory modifications or re-enactments thereof and any regulations promulgated hereunder for the time being in force;
- 1.8 Clause headings are for convenience only and shall not affect the construction of this Agreement; and

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1.9 References to "this Agreement" or to any other document are references to this Agreement or, as the case may be, such document as from time to time amended, supplemented or restated.

2. Agreement for sale

The Vendor shall sell and the Purchaser shall purchase the Strata Lot at the Purchase Price.

3. Conditions Precedent

3.1 It is a condition precedent of this Agreement for Sale that the Purchasers enter into a Contract with the Vendor for the construction of a dwelling house on the Strata Lot simultaneously upon execution hereof.

3.2 In the event that the Vendor is unable or unwilling to enter into such a Contract for the construction of a dwelling house upon such terms and conditions as previously been agreed between the Purchaser and the Vendor then this Agreement for Sale shall automatically terminate and neither party shall have any further rights or claims against the other.

4. Purchase Price

4.1 The Purchase Price shall be paid by the Purchasers to the Vendor as follows:

4.1.1 On execution and exchange hereof a deposit of Two Thousand Five Hundred Cayman Islands Dollars (CI\$2,500.00) shall be paid to the Vendor.

4.1.2 The balance of Thirty-Two Thousand Seven Hundred Ninety-Five Cayman Islands Dollars and fifty cents (CI\$39,795.50) shall be paid by the Purchaser to the Vendor on the Completion Date.

4.2 Each payment in respect of the Purchase Price shall be in Cayman Islands Dollars by means of a banker's draft or a Client Account cheque of the Purchaser's Attorney drawn on a Class A Licensed Bank in the Cayman Islands or in other freely available funds acceptable to the Vendor and shall be made without set-off, deduction or withholdings whatsoever.

4.3 In the event that any monies payable hereunder are paid by cheque none of the rights and obligations created hereby shall have effect until such cheque has been cleared in the Cayman Islands.

5. Completion Date

5.1 Save as hereafter provided, completion shall take place not later than twenty-one (21) days after such date as the Developer shall notify the Purchasers that Certificate of Fitness for occupancy for the House to be developed by the Vendor pursuant to the Agreement to Develop has been issued by the Central Planning Authority for the Cayman Islands in respect whereof time shall be of the essence (the "Completion Date"). In the event that the Vendor has not by the 31st day of December 2019.

5.1.1 completed construction of the said House; or

5.1.2 completed the registration of a Strata Plan in connection with the Development; or

5.1.3 received from the Registrar of Lands notification that a register has been opened for the Strata Lot; or

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5.1.4 received a Certificate of Fitness for Occupancy of the House from the Central Planning Authority for the Cayman Islands;

then either party may by notice in writing to the other rescind this Agreement whereupon the Contracting Purchasers shall be entitled to the return of all monies paid hereunder without interest the Purchasers shall accept the same in full satisfaction of all claims under this Agreement, and this Agreement shall thereupon be terminated and neither party shall have any further rights of action or claim of any nature against the other in respect hereof.

5.2 Unless otherwise agreed by the Vendor or the Vendor's Attorney completion shall take place at the offices of the Vendor's Attorney.

5.3 The Vendor shall execute and deliver a Transfer of Land form in respect of the Strata Lot in accordance with the Law together with any such documents and assurances as may be required in order to fully and completely effect the legal and valid transfer of title, including delivery of the Land Certificate, if any, on the completion Date against payment of the Purchase Price.

6. Capacity

The Vendor sells as beneficial owner of the Strata Lot.

7. Possession

Subject to the Agreement to Develop between the Vendor and the Purchasers the Property is sold with vacant possession on completion.

8. Strata Corporation

8.1 The Purchasers acknowledges that the Strata Lot is comprised in a Strata Plan under the provision of the Strata Titles Registration Law 2006 and is sold subject to the provisions of the By-Laws and to any other restrictive agreements or overriding interests that may affect the same or the Common Property of the Strata Corporation. The Purchasers has received and reviewed a copy of the By-Laws.

8.2 Prior to the Completion Date, the Vendor shall deliver to the Purchasers a certificate from the Strata Corporation pursuant to Section 6(4) of the Strata Titles Registration Law 2006 dated as of the Completion Date certifying the amount of all outgoings (including all maintenance and insurance contributions) payable in respect of the Strata Lot, when these are payable and the extent to which they have been paid.

9. Title

Title to the Strata Lot is registered at the Land Registry with absolute title and the Strata Lot is sold and the Purchasers shall take title thereto and possession thereof subject to the provisions of the Law.

10. Encumbrances

10.1 The Strata Lot is sold subject to and (where appropriate) with the benefit of the matters contained or referred to in the Land Register.

10.2 The Purchasers or the Purchasers' Attorney having reviewed a copy of the Land Register prior to the date of this Agreement the Purchasers shall be deemed to purchase with full notice and

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knowledge of the same and shall not raise any requisition or make any objection in relation to matters contained in the Land Register.

- 10.3 The Purchasers hereby covenants that the Purchasers will observe and perform the covenants and conditions contained or referred to in the Land Register (if any) and will indemnify and keep the Vendor and his successors in title fully and effectually indemnified against all actions proceedings damages costs claims and expenses which may be suffered or incurred by the Vendor or his successors in title in respect of any future breach or non-observance or non-performance of those covenants and conditions.

11. Matters affecting the Strata Lot

The Strata Lot is sole subject to the following matters:

- 11.1 All notices served and orders demands proposals or requirements made by any public or other competent authority whether before or after the date of this Agreement.
- 11.2 All actual or proposed charges notices orders restrictions agreements conditions contraventions or other matters arising under the Development and Planning Law (Revised).
- 11.3 All easements quasi-easements rights exceptions or other similar matters whether or not apparent on inspection or disclosed in any documents.

12. Overriding Interest

The Vendor warrants that he is not aware of the existence of and shall not be required to give any evidence or information as to the existence or otherwise of any of the matters which are by Section 28 of the Law declared to be overriding interests and the Purchasers takes the Strata Lot subject to all such matters (if any) as are now subsisting.

13. Requisition and objection

- 13.1 The Purchasers shall be entitled to make requisitions and objections in respect of an absolute title to ensure that such title is not prejudicially affected by any interests or claims. All such requisitions and objections shall be made within twenty-one (21) days from the date hereof and further requisitions and objections arising from a reply shall be delivered within seven (7) days of the delivery of such reply.
- 13.2 In respect of the delivery of requisitions and objections, time shall be of the essence of this Agreement.
- 13.3 Subject to his requisitions and objections, the Purchasers shall be deemed to have accepted the title.
- 13.4 Should any objection to or requisition on the title to the Strata Lot be insisted on by the Purchasers or the Purchaser's Attorney which the Vendor shall be unable or reasonably unwilling to satisfy or comply with the Purchasers may by notice in writing to the Vendor or the Vendor's Attorney rescind this Agreement whereupon the Purchasers shall be entitled to the return of the Deposit and any other monies paid hereunder free of interest and the Purchasers shall accept the same in full satisfaction of all claims under this Agreement and this Agreement shall be terminated and neither party shall have any further rights of action or claim of any nature against the other in respect hereof.

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14. Description

The Strata Lot is hereby taken to be correctly described and the Purchasers shall admit to the identity thereof with that comprised in the title offered hereunder by the Vendor and no error or misdescription thereof unless material shall invalidate this Agreement or be founded on by the Purchasers in any way.

15. User

The Purchasers acknowledges that they have had every opportunity of ascertaining for what purposes the Strata Lot may be used and the Strata Lot is sold for use for such purposes as it may be lawfully used and subject as aforesaid the Vendor is hereby expressly exempted from all liability arising from the fact that it cannot for any reason whatever be used for any particular purpose.

16. Caution and Stay of Registration

16.1 Subject to Clause 16.2 hereof the Purchasers shall be entitled to lodge a Caution pursuant to the Law on the Land Register but the Purchasers hereby authorizes and directs the Registrar of Lands to remove such caution in the event of termination of this Agreement as a result of the default of the Purchasers.

16.2 Notwithstanding anything contained in this Agreement, the Purchasers shall not place a Caution over the land forming the Development or the Strata Lot until the Vendor's financing charge referred to in Clause 24 has first been registered with the Registrar of Lands.

16.3 The Vendor will at the request of the Purchasers provide a written authority to apply for an official search and consent to stay of registration with respect to the Land Register.

17. Risk

17.1 Notwithstanding any rule of law or equity to the contrary the risk in the Strata Lot and Chattels shall not pass to the Purchasers until the Completion Date. In the event of material loss or damage to the Strata Lot and the Chattels, the Purchasers shall have the option to rescind this Agreement whereupon the deposit paid pursuant to Clause 3.1.1 hereof and any other sums paid towards the Purchase Price shall be returned to the Purchasers without interest.

18. Closing Costs

18.1 The Purchasers shall pay the stamp duty on this Agreement, any assignment hereof and also on the transfer of the Strata lot of five per centum (5%) of the Purchase Price or such other sum as shall be levied by the Cayman Islands government in respect of such stamp duty.

18.2 The Purchasers shall pay all registration filing and recording fees on the transfer of the Strata Lot.

18.3 Each party shall be responsible for the legal fees of any attorney-at-law employed by him and other costs and disbursements incurred by him or on his behalf in connection herewith.

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19. Completion Notice

- 19.1 If the sale shall not be completed on the Completion Date either party, being then himself ready able and willing to complete, may after that date serve on the other party notice to complete the transaction in accordance with this condition. A party shall be deemed to be ready, able and willing to complete if he could do so but for some default or omission of the other party.
- 19.2 Upon service of a Completion Notice it shall become a term of this Agreement that the transaction shall be completed within seven (7) days of service and in respect of such period time shall be of the essence.
- 19.3 If the Purchasers does not comply with a Completion Notice:
- 19.3.1 the Purchasers shall forthwith return all documents delivered to him by the Vendor and at his own expense procure the cancellation of any entry relating to this Agreement in the Land Register; and
- 19.3.2 without prejudice to any other rights or remedies available to him, the Vendor may:
- a) forfeit and retain any deposit paid; and
 - b) re-sell the Strata Lot.
- 19.4 If on any such re-sale contracted within one year after the Completion Date the Vendor incurs a loss and so elects by notice to the Purchasers within one month after the contract for such re-sale, the Purchasers shall pay to the Vendor liquidated damages. The amount payable shall be the aggregate of such loss, all costs and expenses reasonably incurred in any such re-sale and any attempted re-sale and interest at the rate of three per centum (3%) per annum above the prime lending rate for Dollars on such part of the purchase money as is from time to time outstanding (giving credit for all sums received under any re-sale contract on account of the re-sale price) after the Completion Date.
- 19.5 If the Vendor does not comply with a Completion Notice, the Purchasers shall give Notice to the Vendor forthwith to repay to the Purchasers any sums paid by way of deposit or otherwise under the Contract without interest on such sums. On compliance with such notice, this Agreement shall forthwith terminate and the Purchasers shall forthwith return all documents delivered to him by the Vendor and at the expense of the Vendor procure the cancellation of any entry relating to this Agreement in the Land Register whereupon neither party shall have any further rights of action or claim of any nature against the other in respect hereof.
- 19.6 Where after service of a Completion Notice the time for completion shall have been extended by agreement or implication, either party may again invoke the provisions of this condition.

20. Interest on late payments

- 20.1 In addition to any other remedies available to the Vendor, in the event that the Purchasers delays in making payment of any installments payable hereunder or the final balance of the Purchase Price on the date fixed for such payment hereunder the Vendor shall be entitled to charge interest on the late installments or the balance of the Purchase Price unpaid as the case may be until the date of payment at the rate of three per centum (3%) per annum above the prime lending rate for Dollars calculated on a daily basis.

21. Assignment

The Purchasers may not assign this Agreement without the consent of the Vendor in writing.

22. Merger on Completion

The provisions of this Agreement shall not merge on completion of the transfer of the Strata Lot so far as they remain to be performed.

23. Development Financing:

24.1 The Purchasers hereby acknowledge and agree as follows:

24.1.1 The Vendor intends to obtain financing for the Development;

24.1.2 The Vendor may grant security over the lands forming part of the Development and / or the Strata Lot to the lender without any further notice to, or consent or approval of, the Purchasers; and

24.1.3 The Vendor may direct the payments due hereunder from the Purchasers to be paid directly to the lender or as it may otherwise direct.

25. Entire Agreement

The Purchasers admits that he has inspected the Strata Lot and purchases it with full knowledge of its actual state and condition and shall take the Strata Lot as it stands and the Purchasers now admits that he enters into this Agreement solely as a result of his own inspection and on the basis of the terms of this Agreement and not in reliance upon any representation or warranty, either written or oral, implied or made by or on behalf of the Vendor (save for any representation or warranty contained in written replies given by the Vendor to any preliminary inquiries raised by the Purchasers or the Purchaser's Attorney) of anything whatsoever subject to the agreement and that this Agreement contains the entire agreement between the parties.

26. Notices

26.1 Any notice or communication under or in connection with this Agreement shall be in writing and shall be delivered personally, by post, or by facsimile:

To The Vendor at: PO Box 559,
Grand Cayman KY1-1502
Telephone: 345-947-4277
Telefax: 345-947-9895
Email: info@saddlewoodestates.ky

To The Purchaser at: PO Box 12368
Grand Cayman KY1-1011
Telephone: 946-3848/327-2319
Email: Jammellia.buddoo@gmail.com

or at such other address as the recipient may have notified to the other party in writing.

26.2 Proof of posting, dispatch or transmission shall be deemed to be proof of receipt:

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- a) In the case of a letter on the seventh day after posting;
- b) In the case of a facsimile or personal delivery on the day immediately following the date of dispatch or transmission.

27. No waiver of terms

In the absence of an express written agreement to the contrary no neglect omission or forbearance on the part of the Vendor to take advantage of or enforce any right or remedy arising out of any breach or non-observance of any of the terms and conditions contained or implied herein shall be deemed to be or operate as a general waiver of such term and condition or the right to enforce or take advantage of the same in respect of any breach or non-observance thereof either original or recurring.

28. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the Cayman Islands and the Purchasers hereby submit to the exclusive jurisdiction of the courts of the Cayman Islands.

IN WITNESS whereof, this Agreement has been executed by the parties hereto on the day and year first before written.

Signed by
SADDLEWOOD ESTATES INVESTMENTS, LTD:

.....
SADDLEWOOD ESTATES INVESTMENTS LTD.
(Vendor)

in the presence of:

.....
Witness

Signed by
Jammellia Blackwood:

.....
JAMMELLIA BLACKWOOD

in the presence of:

.....
Witness

JB2

Dated this 13th day of November 2018

Saddlewood Estates Investments Ltd.
Vendor

and

Jammellia Blackwood
Purchaser

SADDLEWOOD ESTATES

AGREEMENT TO DEVELOP

Broadhurst Attorneys at Law
P.O. Box 2503
Grand Cayman KY1-1104, Cayman Islands
Tel: 345 949 7237 – Fax: 345 949 7725

THIS AGREEMENT is made the 13th day of November 2018

BETWEEN: (1) **SADDLEWOOD ESTATES INVESTMENTS LTD.**
of P O Box 559,
Grand Cayman KY1-1502
("the Vendor");

AND: (2) **JAMMELLIA BLACKWOOD**
of P.O. Box 12368
Grand Cayman KY1-1011
("the Purchaser").

WHEREAS:

- (A) The Vendor is the registered proprietor under the Registered Land Law (2004 Revision) of land located at Savannah, a part of **Block 27D; Parcel 420 H3**; and
- (B) The Developer has agreed with the Contracting Purchaser to sell part of the land located in the Strata Plan as outlined in the Site Plan annexed hereto and forming one Strata Lot in the Development together with so much of the Developer's estate and interest in common in the Common Property as is appurtenant to the Strata Lot and being part of the Development; and
- (C) The Developer has agreed to construct the House on the Strata Lot upon the terms and conditions of this Agreement.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretation

In this Agreement:

1.1 Unless the context requires otherwise:

- "the By-Laws" means the By-Laws of the Strata Corporation.
- "the Completion Date" as defined in Clause 5 hereof.
- "Common Property " means so much of the Strata Plan (including all buildings, driveways, landscaping, leisure facilities, walls and other constructions or erections whatever at or on the Strata Plan) as is not comprised in any Strata Lot.
- "the Deposit" means the deposit paid by the Contracting Purchasers to the Developer's Attorneys, in accordance with Clause 4.
- "the Development" means the land described in the Land Registry of the Cayman Islands as Savannah, part of **Block 27D; Parcel 420 H3**.
- "Dollars" or "\$" means Cayman Islands Dollars.
- "the Development Price" the sum of **CI\$206,889.00** (Two Hundred Six Thousand and Eight Hundred Eighty-Nine Cayman Islands Dollars and Fifty Cents).

- "the House" means the house to be constructed by the Developer on the Strata Lot.
- "the Strata Corporation" means the Strata Corporation known as "The Proprietors of Strata Plan No. 732"
- "the Strata Lot" means the land located in the Strata Plan as outlined in the Site Plan annexed hereto as Schedule II known as Savannah, part of **Block 27D; Parcel 420 H3** in the Development together with so much of the Developer's estate and interest as Contracting Purchasers in common in the Common Property as is appurtenant to the Strata Lot and being part of the Development.
- "the Strata Plan" means the Plan filed or to be filed by the Developer in the Land Registry under the provisions of the Strata Titles Registration Law 2006 in relation to the Development.
- "the Developer's Attorney" means Broadhurst Attorneys at Law

- 1.2 Where the context so admits the expressions "the Developer" and "the Contracting Purchaser" includes the personal representatives of the Developer and the Contracting Purchasers and "the Contracting Purchasers" shall include any successors in title of the Contracting Purchasers.
- 1.3 Where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons.
- 1.4 Words importing persons one gender only shall include the other and words importing the singular number only shall include the plural and vice versa;
- 1.5 Words importing persons include companies and associations or bodies of persons whether corporate or unincorporate;
- 1.6 References to clauses, schedules and annexes are reference to clauses of, schedules to and annexes to this Agreement;
- 1.7 References to statutes are, unless otherwise specified, references to statutes of the Cayman Islands, and include any statutory modifications or re-enactments thereof and any regulations promulgated hereunder for the time being in force;
- 1.8 Clause headings are for convenience only and shall not affect the construction of this Agreement; and
- 1.9 References to "this Agreement" or to any other document are references to this Agreement or, as the case may be, such document as from time to time amended, supplemented or restated.

2. Agreement to develop

The Developer hereby agrees to develop or cause to be developed the House on the Strata Lot at the Development Price in accordance with the specifications annexed hereto as the First Schedule.

3. Conditions Precedent

- 3.1 It is a condition precedent of this Agreement to Develop that the Contracting Purchasers has entered into a Contract with the Developer for the purchase of the Strata Lot simultaneously upon execution hereof.
- 3.2 In the event that the Contracting Purchasers is unable or unwilling to enter into such a Contract for the purchase of the Strata Lot then this Agreement to Develop shall automatically terminate and neither party shall have any further rights or claims against the other.

4. Development Price

- 4.1 The Development Price shall be paid by the Contracting Purchasers to the Developer as follows:
- 4.1.1 On execution and exchange hereof, a deposit of Two Thousand Five Hundred Cayman Islands Dollars (CI\$2,500.00) shall be paid to the Vendor.
- 4.1.2 The balance of Two Hundred Four Thousand Three Hundred Eighty-Nine Cayman Islands Dollars and Fifty Cents (CI\$204,389.50) shall be paid by the Purchaser to the Vendor on the Completion Date.
- 4.2 Each payment in respect of the Development Price shall be in Cayman Islands Dollars by means of a banker's draft or a Client Account cheque of the Contracting Purchaser's Attorney drawn on a Class A Licensed Bank in the Cayman Islands or in other freely available funds acceptable to the Developer and shall be made without set-off, deduction or withholdings whatsoever.
- 4.3 If any monies payable hereunder are paid by cheque none of the rights and obligations created hereby shall have effect until such cheque has been cleared in the Cayman Islands.

5. Completion Date

- 5.1 Save as hereafter provided, completion shall take place not later than twenty one (21) days after such date as the Developer shall notify the Purchasers that Certificate of Fitness for occupancy for the House has been issued by the Central Planning Authority for the Cayman Islands in respect whereof time shall be of the essence (the "Completion Date"). In the event that the Developer has not by December 31, 2019.
- 5.1.1 completed construction of the House; or
- 5.1.2 completed the registration of a Strata Plan in connection with the Development; or
- 5.1.3 received from the Registrar of Lands notification that a register has been opened for the House; or
- 5.1.4 received a Certificate of Fitness for Occupancy of the House from the Central Planning Authority for the Cayman Islands

then either party may by notice in writing to the other rescind this Agreement whereupon the Contracting Purchasers shall be entitled to the return of all monies paid hereunder without interest the Purchasers shall accept the same in full satisfaction of all claims under this Agreement, and this Agreement shall thereupon be terminated and neither party shall have any further rights of action or claim of any nature against the other in respect hereof.

6. Construction

- 6.1 The Developer warrants to the Contracting Purchasers (subject to the later provisions of this clause) that it will by the date set for completion procure complete construction of the House and the works provided for within the Common Property in a proper and workmanlike manner and in compliance with all Government consents, regulations and statutory requirements in accordance with the plans, elevations and specifications prepared on the Developer's behalf and approved by the Central Planning Authority, copies of which are kept at the Developer's offices, all of which the Contracting Purchasers acknowledges that he has seen and is deemed to have notice. The House and the works provided for within the Common Property must be built in accordance with the plans of them at present in existence, but the Developer has the right to make such reasonable modifications to them as it deems fit provided the modifications do not materially affect the appearance of the Strata Lot or structure of the House.
- 6.2 The Contracting Purchasers:
- 6.2.1 must not make objection or claim for compensation by reason of any alteration in or to the Strata Plan or to the number, size, location or Unit Entitlement of any other Lot within the Strata Plan as amended from time to time or in or to the Common Property provided that the alteration does not in the Developer's opinion have a material detrimental effect on access to or views from the Property.
- 6.2.2 Acknowledges that, despite anything to the contrary in this Agreement, the Developer is under no obligation to construct or complete any building or any works within the Common Property not actually shown on the Strata Plan as being within the Development within any specific time or at all.
- 6.3 The Developer may in its sole discretion curtail or modify the Development including but not limited to modifications of Lot type and Lot mix.
- 6.4 Despite anything to the contrary in this Agreement, if the Developer is unable to continue the construction of the House by reason of *force majeure* as defined below, the parties' obligations will be suspended until such time as construction can proceed (as to which a certificate of the Developer's Architect will be final and conclusive), and the Developer may within sixty (60) days of the happening of an event which constitutes *force majeure* determine this Agreement and repay to the Contracting Purchasers all money paid under it without interest. In this clause "*force majeure*" means any event or circumstance whether arising from natural causes, human agency or otherwise beyond the Developer's reasonable control including (but without prejudice to the generality of the above provisions) Acts of God or the Queen's enemies, fire, storm, hurricane, earthquake, explosion, perils of the sea, flood, tidal wave, sea water damage, drought, war, riot, civil commotion, sabotage, accident, embargo, strike lockout or other labour dispute, shortage of labour or materials or economic recession.

7. Obligations of Developer relating to Strata Plan

- 7.1 The Developer must use its best endeavors to procure registration of the Strata Plan.
- 7.2 Immediately on registration of the Strata Plan the Developer will cause the Corporation to amend the by-laws in the First and Second Schedules to the Law so as to be in the form or substantially in the form of the by-laws set out in the copy by-laws kept in the office of the Developer and initialed by the parties for the purpose of identification and forming part of this Agreement as the Fourth Schedule. The Developer may before the adoption of the by-laws make such reasonable revisions to them as it sees fit.

8. Matters for which objection is excluded

8.1 The Contracting Purchasers may not object or claim compensation because of any of the following matters:

- 8.1.1 The location of any boundary, fence or wall separating the Property from any adjoining Lot or land;
- 8.1.2 All or any part of any wall of the Property being a party wall;
- 8.1.3 Any minor variations with respect to the Property between the Attached Plan and the Strata Plan;
- 8.1.4 Any alteration in number, size, location or Unit Entitlement of any Lot or Lots (other than the Property) or in or to the Common Property (other than the external boundaries of the Parcel).

9. Termination of Agreement

9.1 If the Purchasers does not:

- 9.1.1 Complete the purchase of the Strata Lot in accordance with the Agreement for Sale on the date set for completion; or
- 9.1.2 pay the balance of the Development Price on the Completion Date;

Then the Developer being then himself ready, able and willing to complete may after that date serve on the Contracting Purchasers notice to pay the balance of the Development Price in accordance with this condition. The Developer shall be deemed to be ready to complete if he could do so but for some default or omission of the Contracting Purchasers.

9.2 Upon service of a Completion Notice it shall become a term of this Agreement that the Contracting Purchasers shall pay the sum due or the balance of the Development Price within thirty (30) days of service of and in respect of such period time shall be of the essence.

9.2.1 If the Contracting Purchasers is unable or unwilling to comply with a Completion Notice the Developer without prejudice to such other rights and remedies as are available to him shall be entitled to forfeit all sums paid hereunder and to terminate this Agreement and neither party shall have any further rights of action or claim of any nature against the other in respect hereof.

9.2.2 Where after service of a Completion Notice the time for completion shall have been extended by agreement or implication, either party may again invoke the provisions of this condition.

10. Interest on late payments

In addition to any other remedies available to the Developer, in the event that the Contracting Purchasers delays in making payment of any installments payable hereunder or the final balance of the Development Price on the date fixed for such payment hereunder the Developer shall be entitled to charge interest on the late installments or the balance of the Development Price unpaid as the case may be until the date of payment at the rate of three per centum (3%) per annum above the prime lending rate for Dollars calculated on a daily basis.

11. Assignment

Neither party may assign this Agreement without the consent of the other in writing.

12. Merger on Completion

The provisions of this Agreement shall not merge on completion of the transfer of the Strata Lot so far as they remain to be performed.

13. Development Financing:

The Contracting Purchasers hereby acknowledges and agrees as follows:

13.1.1 The Developer intends to obtain financing for the Development;

13.1.2 The Developer may grant security over the lands forming part of the Development and / or the Strata Lot to the lender without any further notice to, or consent or approval of, the Contracting Purchasers; and

13.1.3 The Developer may direct the payments due hereunder from the Contracting Purchasers to be paid directly to the lender or as it may otherwise direct.

14. Entire Agreement

The Contracting Purchasers admits that he has inspected the Strata Plan and the Specifications for the Strata Lot and contracts for the construction of the House with full knowledge of its actual state and condition and shall take the Strata Lot as it stands and the Contracting Purchasers now admits that he enters into this Agreement solely as a result of his own inspection and on the basis of the terms of this Agreement and not in reliance upon any representation or warranty, either written or oral, implied or made by or on behalf of the Developer anything whatsoever subject to the agreement and that this Agreement contains the entire agreement between the parties.

15. Notices

15.1 Any notice or communication under or in connection with this Agreement shall be in writing and shall be delivered personally, by post, or by facsimile:

To The Developer at: PO Box 559
Grand Cayman KY-1502
Telephone: 345-947-4277
Telefax: 345-947-9895
Email: info@saddlewoodestates.ky

To The Purchasers at: PO Box 12368
Grand Cayman KY1-1011
Telephone: 946-3848/327-2319
Email: Jammellia.buddoo@gmail.com

or at such other address as the recipient may have notified to the other party in writing.

15.2 Proof of posting, dispatch or transmission shall be deemed to be proof of receipt:

JB

- a) In the case of a letter on the seventh day after posting;
- b) In the case of a facsimile or personal delivery on the day immediately following the date of dispatch or transmission.

16. No waiver of terms

In the absence of an express written agreement to the contrary no neglect omission or forbearance on the part of the Developer to take advantage of or enforce any right or remedy arising out of any breach or non-observance of any of the terms and conditions contained or implied herein shall be deemed to be or operate as a general waiver of such term and condition or the right to enforce or take advantage of the same in respect of any breach or non-observance thereof either original or recurring.

17. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the Cayman Islands and the Contracting Purchasers hereby submit to the exclusive jurisdiction of the courts of the Cayman Islands.

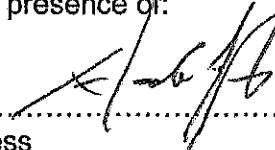
IN WITNESS whereof, this Agreement has been executed by the parties hereto on the day and year first before written.

Signed by
SADDLEWOOD ESTATES INVESTMENTS, LTD:



.....
SADDLEWOOD ESTATES INVESTMENTS LTD.
(Vendor)

in the presence of:



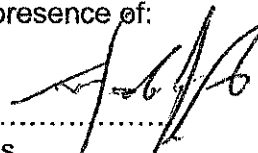
.....
Witness

Signed by
Jammellia Blackwood:



.....
JAMMELLIA BLACKWOOD

in the presence of:



.....
Witness

JB3



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PERMIT - B19-0712



Plan Review

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Record Hierarchy Project: SADDLEWOOD G3 - 27D420H3 **Status:** INSPECTION STAGE **Applied:** 17-Sep-2019 **Block and Parcel:** 27D420H3,
File Contents **Applicant:** ISLAND BUILDERS LTD. **Sub-Class:** BUILDING PERMIT **Permit Issue:** 17-Dec-2019 **Building No.:** ,
Agent: GMJ HOME PLANS LTD. **Type:** RESIDENTIAL **Expiration:** 18-Dec-2020 **Road:** saddlewood dr,
PM: **SubType:** HOUSE **Target Issue Date:** **District:** GEORGE TOWN
PD: gmj homeplans ltd **Group:** RESIDENTIAL - HOUSE/DUPLEX **Completed:** **File No:** F18-0211
Planner: MARCO WHITTAKER **Desc:** 1,354 SQ FT THREE (3) BEDROOM HOUSE WITH ONE 46 GALLONS LPG TANK **File Location:** ELECTRONIC
Code Reference:

Select a Plan Review											
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ID	Status	Category	Type	E	Date Created	Review Date	Initials	Requested By	Preferred Date	Payment	Expire
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i121719-151008	APPROVE PERMIT D	PROCESSING	BUILDING	-E	17-Dec-19 15:10	17-Dec-19 17:34	HLP	ELSI E. AMOR	20-Dec-19	Processing	
i111619-210743	APPROVE GOV. D	PETROLEUM INSPECTORATE	GENERAL	-E	16-Nov-19 21:08	19-Nov-19 18:16	DE	STACIA VERNON	26-Nov-19	No Charge	
i111519-155002	APPROVE ADMIN CHECK D	PERMIT PRE-PROCESSING		-E	15-Nov-19 15:50	16-Nov-19 21:10	SV	TRACEY LOPEZ	19-Nov-19	No Charge	
i111319-064152	APPROVE ELECTRICAL D	RE REVIEW		-E	13-Nov-19 06:44	15-Nov-19 15:46	TL	GMJ HOME PLANS LTD.	27-Nov-19	No Charge	
i092519-132023	APPROVE GOV. D	PETROLEUM INSPECTORATE	GENERAL	-E	25-Sep-19 13:22	27-Sep-19 08:07	DE	STACIA VERNON	10-Oct-19	Processing	
i092519-131950	APPROVE LIQUID D	PETROLEUM GAS	GENERAL	-E	25-Sep-19 13:20	03-Oct-19 09:47	ML	STACIA VERNON	10-Oct-19	Processing	
i092519-131809	APPROVE MECHANICAL D		GENERAL	-E	25-Sep-19 13:18	02-Oct-19 11:10	CL	STACIA VERNON	10-Oct-19	Processing	
i092519-131329	APPROVE PLUMBING D		GENERAL	-E	25-Sep-19 13:17	03-Oct-19 09:50	ML	STACIA VERNON	10-Oct-19	Processing	
i092519-131111	DISAPPR OVED	ELECTRICAL	GENERAL	-E	25-Sep-19 13:12	27-Sep-19 16:47	TL	STACIA VERNON	10-Oct-19	Processing	
i091719-200347	APPROVE GENERAL D	BUILDING	GENERAL	-E	25-Sep-19 13:10	02-Oct-19 11:43	CL	STACIA VERNON	10-Oct-19	Processing	
i091119-121718	APPROVE RECORD D	CREATION	STANDARD FORM		17-Sep-19 05:21	17-Sep-19 20:03		GMJ HOME PLANS LTD.		Paid	





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PERMIT - B19-0712



Inspections

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[Record Hierarchy](#) **Project:** SADDLEWOOD G3 - 27D420H3 **Status:** INSPECTION STAGE **Applied:** 17-Sep-2019 **Block and Parcel:** 27D420H3

[File Contents](#) **Applicant:** ISLAND BUILDERS LTD. **Sub-Class:** BUILDING PERMIT **Permit Issue:** 17-Dec-2019 **Building No.:** ,

Agent: GMJ HOME PLANS LTD. **Type:** RESIDENTIAL **Expiration:** 18-Dec-2020 **Road:** saddlewood dr,

PM: **SubType:** HOUSE **Target Issue Date:** **District:** GEORGE TOWN

PD: gmj homeplans ltd **Group:** RESIDENTIAL - HOUSE/DUPLEX **Completed:** **File No:** F18-0211

Planner: MARCO WHITTAKER **Desc:** 1,354 SQ FT THREE (3) BEDROOM HOUSE WITH ONE 46 GALLONS LPG TANK **File Location:** ELECTRONIC

Code Reference:

Select an Inspection												
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Record Hierarchy **Project:** SADDLEWOOD G3 - 27D420H3 **Status:** APPROVED **Applied:** 23-May-2019 **Block and Parcel:** 27D420H3,
 File Contents **Applicant:** ISLAND BUILDERS LTD **Sub-Class:** MODIFICATION OF PLANNING PERMISSION **Approved:** 05-Jun-2019 **Building No:**
 Vested: **Agent:** GMJ HOME PLANS LTD. **Type:** RESIDENTIAL **Expiration:** 27-Jun-2023 **Road:**
PM: **SubType:** HOUSE **Closed:** **District:** GEORGE TOWN
PD: gmj homeplans ltd **Group:** RESIDENTIAL - HOUSE/DUPLEX **Planner:** MARCO WHITTAKER **File No:** F18-0211
Desc: REVISED BACK DOOR AND KITCHEN LAYOUT **File Location:** ELECTRONIC

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Decision Number	Decision Date	Prepared on Record #	Deciding Authority	Meeting Number	Item	Type of Decision	Planner Report	Applicant	Conditions	Status
d060519-151855	06-Jun-19	P19-0526	ADMINISTRATIVE			MODIFICATION	Recommend Admin Approval	ISLAND BUILDERS LTD	View	APPROVED
d062718-153648	27-Jun-18	P18-0507	ADMINISTRATIVE			STANDARD DECISION	RECOMMEND ADMIN APPROVAL	ISLAND BUILDERS LTD	View	APPROVED





DEPARTMENT OF PLANNING
Cayman Islands Government

Welcome, JAMMELLIA BUDDOO (J
Client Balan
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HOME | MY ACCOUNT

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OPTIONAL JUMP TO RECORD

Record Hierarchy **Project:** SADDLEWOOD G3 - 27D420H3 **Status:** APPROVED **Applied:** 23-May-2019 **Block and Parcel:** 27D420H3

File Contents **Applicant:** ISLAND BUILDERS LTD **Sub-Class:** MODIFICATION OF PLANNING PERMISSION **Approved:** 05-Jun-2019 **Building No:**

Vested: **Agent:** GMJ HOME PLANS LTD. **Type:** RESIDENTIAL **Expiration:** 27-Jun-2023 **Road:**

PM: **SubType:** HOUSE **Closed:** **District:** GEORGE TOWN

PD: gmj homeplans ltd **Group:** RESIDENTIAL - HOUSE/DUPLEX **Planner:** MARCO WHITTAKER **File No:** F18-0211

Desc: REVISED BACK DOOR AND KITCHEN LAYOUT **File Location:** ELECTRONIC

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ID	Status	Category	Type	E	Date Submitted	Inspection Date	Initials	Requested By	Floors	Payment	Expire	Delete
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Record Number	Status	Block & Parcel	Project Name	Application Date	Record Type	Record Subtype	Agent
B19-0547	INSPECTION STAGE	27D424 ...	SADDLEWOOD H3 - 27D424H3	18-Jul-19	RESIDENTIAL	HOUSE	GMJ HOME PLANS LTC
B19-0712	INSPECTION STAGE	27D420H3 ...	SADDLEWOOD G3 - 27D420H3	17-Sep-19	RESIDENTIAL	HOUSE	GMJ HOME PLANS LTC
P19-0526	APPROVED	27D420H3 ...	SADDLEWOOD G3 - 27D420H3	23-May-19	RESIDENTIAL	HOUSE	GMJ HOME PLANS LTC





Jammellia B. <jammellia.buddoo@gmail.com>

Saddlewood Homes

26 messages

Malika Lewis | Island Builders Company Ltd. <malika@islandbuilders.ky>

Thu, Jul 19, 2018 at 1:43 PM

To: jammellia.buddoo@gmail.com

Cc: Dean Scott <dean@islandbuilders.ky>, Jennifer Scott <jennifer@islandbuilders.ky>

Hi Ms. Buddoo,

Was a pleasure speaking with you.

Please find attached is the Saddlewood Homes Brochure for your perusal.

Please feel free to forward any question as well as a date when you will be able to meet with Mrs. Jennifer Scott & Mr. Dean Scott to discuss your preferences and thus the pricing of a home and available lots.

Kind Regards


Malka Lewis*Administrator/Foreman*

ISLAND BUILDERS COMPANY, LTD.

C: (345)927-4145

T: (345)947-4277

F: (345)947-9895

2 attachments **saddlewood flyer - front page updated Jan 2016.pdf**
294K **saddlewood flyer - back page updated Jan 2016.pdf**
321K

SaddleWood Estates Info <info@saddlewoodestates.ky>

Thu, Jul 19, 2018 at 2:00 PM

To: "Malika Lewis | Island Builders Company Ltd." <malika@islandbuilders.ky>, jammellia.buddoo@gmail.com

Cc: Dean Scott <dean@islandbuilders.ky>

Good afternoon Jammellia,

Attached is the updated map which shows the lots that are now available.

Please let us know if we can be of assistance to you.

Kind Regards

Jennifer Scott

[Quoted text hidden]



Saddlewood Estates flyer back May 2018.pdf

317K

Jammellia B. <jammellia.buddoo@gmail.com>

Thu, Jul 19, 2018 at 2:54 PM

To: malika@islandbuilders.ky

Cc: dean@islandbuilders.ky, jennifer@islandbuilders.ky

Thanks for the information Malika. I am very interested in meeting with any of the Scotts. I am available tomorrow at 11 am.

Regards,
Jammellia

[Quoted text hidden]

Jammellia B. <jammellia.buddoo@gmail.com>

Thu, Jul 19, 2018 at 2:59 PM

To: malika@islandbuilders.ky

Cc: dean@islandbuilders.ky, jennifer@islandbuilders.ky

Malika,

I am particularly interested in a 2 bed/2.5 bath or 3bed/2bath or 3bed/2.5bath. I have the following questions:

1. When would construction begin and how long for completion?
2. How much is the deposit?
3. Is owner/developer financing available?
4. Am I allowed to customize the appliances and finishings if necessary?
5. What is the square footage of the 3 types of homes I am interested in?
6. What is the cost of the 3 types of homes I'm interested in?

Regards,
Jammellia Buddoo Blackwood

On Thu, Jul 19, 2018 at 1:46 PM Malika Lewis | Island Builders Company Ltd. <malika@islandbuilders.ky> wrote:

[Quoted text hidden]

SaddleWood Estates Info <info@saddlewoodestates.ky>

Thu, Jul 19, 2018 at 3:13 PM

To: "Jammellia B." <jammellia.buddoo@gmail.com>

Cc: Dean Scott <dean@islandbuilders.ky>, "Malika Lewis | Island Builders Company Ltd." <malika@islandbuilders.ky>

Good afternoon Jammellia,

Tomorrow at 11 is good.

We will see you then and go over all your querries.

We are located at 204 Alissta Towers 2nd Floor. It the building next to Kirk Office.

We look forward to seeing you tomorrow.

Take care,

Jennifer

[Quoted text hidden]

Jammellia B. <jammellia.buddoo@gmail.com>
To: info@saddlewoodestates.ky
Cc: Dean scott <dean@islandbuilders.ky>, malika@islandbuilders.ky

Thu, Jul 19, 2018 at 4:24 PM

Thank you and see you tomorrow.

[Quoted text hidden]

Jammellia B. <jammellia.buddoo@gmail.com>
To: Info@saddlewoodestates.ky
Cc: Dean scott <dean@islandbuilders.ky>, malika@islandbuilders.ky

Sat, Jul 21, 2018 at 9:40 AM

Hi Dean/Jennifer,

I would like to go ahead and start the paperwork for the standard 3 bed/2bath with extension (similar to M1 and N1 that I had viewed with Dean) with the following upgrades:

1. 1 block up on foundation including fill
2. Granite in Kitchen and Bath with undermount sinks
3. Cherry Maple Finish Cabinets
4. Gas Range

I will hand in the cheque for \$1000 to reserve lot E4 on Monday. Could you please have the sales/reservation agreement ready for pick up by Tuesday for me to present to the bank on Wednesday for Pre-approval.

Many thanks,
Jammellia A. Buddoo Blackwood

[Quoted text hidden]

Jammellia B. <jammellia.buddoo@gmail.com>
To: info@saddlewoodestates.ky

Sat, Jul 21, 2018 at 10:19 AM

Dean/Jennifer,

Lot E4 or N1 please.

[Quoted text hidden]

Jammellia B. <jammellia.buddoo@gmail.com>
To: info@saddlewoodestates.ky
Cc: Dean scott <dean@islandbuilders.ky>, jennifer@islandbuilders.ky

Sat, Sep 8, 2018 at 6:05 AM

Good morning Dean/Jennifer,

The bank is having difficulty approving me for the development. At this point I am going to cease going any further and come to collect the \$1000 deposit I have already paid until the situation improves. I will be at the offices between 3-4pm

I'm sorry and thanks for your assistance thus far.

Regards,
Jammellia Buddoo
[Quoted text hidden]

SaddleWood Estates <info@saddlewoodestates.ky>
To: "Jammellia B." <jammellia.buddoo@gmail.com>

Mon, Sep 10, 2018 at 9:07 AM

Good Morning Jammellia

Your cheque is ready to be picked up at any time convenient for you.

Thank you

Laura

[Quoted text hidden]

Jammellia B. <jammellia.buddoo@gmail.com>
To: info@saddlewoodestates.ky

Mon, Sep 10, 2018 at 9:11 AM

Great, thank you.
[Quoted text hidden]

Jammellia B. <jammellia.buddoo@gmail.com>
To: info@saddlewoodestates.ky, Dean scott <dean@islandbuilders.ky>, jennifer@islandbuilders.ky

Thu, Oct 4, 2018 at 12:01 PM

Hi Dean/Jennifer,

As just discussed with Dean by phone Scotiabank has given me conditional approval (pending the 10% deposit I need in the bank) for you guys. So I will come tomorrow or Monday to pay the \$1000 deposit. Since E4 is gone I will take either G3 or F3.

Regards,
Jammellia

On Mon, Sep 10, 2018 at 9:07 AM SaddleWood Estates <info@saddlewoodestates.ky> wrote:
[Quoted text hidden]

Jammellia B. <jammellia.buddoo@gmail.com>
To: info@saddlewoodestates.ky, Dean scott <dean@islandbuilders.ky>, jennifer@islandbuilders.ky

Thu, Oct 25, 2018 at 7:45 AM

Hi Jennifer,

I left a draft with Dean yesterday for \$1000 but in my rush I forgot to collect a receipt. I'll come back for the receipt sometime after 11am today before heading to Scotia.

Regards,
Jammellia Buddoo
[Quoted text hidden]

Saddlewood Estates <info@saddlewoodestates.ky>
To: "Jammellia B." <jammellia.buddoo@gmail.com>
Cc: Dean scott <dean@islandbuilders.ky>, jennifer@islandbuilders.ky

Thu, Oct 25, 2018 at 9:23 AM

Good morning Jammellia,

Your receipt is ready.

Take care
Jennifer

Sent from my iPhone
[Quoted text hidden]

Jammellia B. <jammellia.buddoo@gmail.com>
To: info@saddlewoodestates.ky
Cc: Dean scott <dean@islandbuilders.ky>, jennifer@islandbuilders.ky

Mon, Nov 5, 2018 at 10:04 AM

Hi Dean/Jennifer,

The bank's approval came through again. The letter will be ready tomorrow and I'll take it in on Wednesday afternoon after 3pm when I leave work. Perfect timing too as I hear the stamp duty payment will be different come January.

Regards,
Jammellia
[Quoted text hidden]

SaddleWood Estates Info <info@saddlewoodestates.ky>
To: "Jammellia B." <jammellia.buddoo@gmail.com>

Mon, Nov 5, 2018 at 10:23 AM

Congratulations!

Yes drop off a copy when received and I will complete the formal agreements and advise you once they are ready for signing and further deposit of \$4,000.00.

Kind Regards,
[Quoted text hidden]

Jammellia B. <jammellia.buddoo@gmail.com>
To: info@saddlewoodestates.ky

Mon, Nov 5, 2018 at 10:45 AM

Will do.
[Quoted text hidden]

Jammellia B. <jammellia.buddoo@gmail.com>
To: SaddleWood Estates Info <info@saddlewoodestates.ky>

Fri, Nov 9, 2018 at 8:08 AM

Hi Dean/Jennifer,

Please remember to let me know when to come for the formal agreement. I want to pay the stamp duty asap.

Regards,
Jammellia Buddoo
[Quoted text hidden]

Fri, Nov 9, 2018 at 10:07 AM

SaddleWood Estates Info <info@saddlewoodestates.ky>

To: "Jammellia B." <jammellia.buddoo@gmail.com>

Good morning Jammellia,

I will have it ready on Tuesday. Please advise what time is good for you to come by.

Kind Regards,

Jennifer Scott

[Quoted text hidden]

Jammellia B. <jammellia.buddoo@gmail.com>
To: SaddleWood Estates Info <info@saddlewoodestates.ky>

Fri, Nov 9, 2018 at 10:38 AM

Hi Jennifer,

Is 3pm too late?

Regards,
Jammellia Buddoo

[Quoted text hidden]

SaddleWood Estates Info <info@saddlewoodestates.ky>
To: "Jammellia B." <jammellia.buddoo@gmail.com>

Fri, Nov 9, 2018 at 11:06 AM

Hi Jammellia,

Yes as I have to collect my kids from school. I leave by 2:30. How is 2 pm.

Jennifer

[Quoted text hidden]

Jammellia B. <jammellia.buddoo@gmail.com>
To: SaddleWood Estates Info <info@saddlewoodestates.ky>

Fri, Nov 9, 2018 at 11:12 AM

Ok I'll come at 2

Regards,
Jammellia Buddoo

[Quoted text hidden]

SaddleWood Estates Info <info@saddlewoodestates.ky>
To: "Jammellia B." <jammellia.buddoo@gmail.com>

Fri, Nov 9, 2018 at 11:15 AM

Ok great thanks

[Quoted text hidden]

Jammellia B. <jammellia.buddoo@gmail.com>

Thu, Nov 15, 2018 at 2:22 PM

8/22/2020

Gmail - Saddlewood Homes

To: SaddleWood Estates Info <info@saddlewoodestates.ky>, jennifer@islandbuilders.ky, Dean scott <dean@islandbuilders.ky>

Hi Jennifer,

I have just printed the Transfer of Land RL-1 form and notice that we both need to sign in front of a notary. When can we get together to have this done?

Regards,
Jammellia Blackwood
[Quoted text hidden]

Jennifer Scott <jennifer@islandbuilders.ky> Thu, Nov 15, 2018 at 2:41 PM
To: "Jammellia B." <jammellia.buddoo@gmail.com>
Cc: SaddleWood Estates Info <info@saddlewoodestates.ky>, Dean scott <dean@islandbuilders.ky>

Hi Jammellia,

Transfer doesn't take place until the construction is complete, C/O received, bank notified and then the bank appoints a closing attorney, closing documents provided by Saddlewood and full proceeds delivered to our bank in the form of a bank draft from your bank. We don't sell the lots out right. We are developing a home.

Kind Regards,
Jennifer

Sent from my iPhone
[Quoted text hidden]

Jammellia B. <jammellia.buddoo@gmail.com> Mon, Nov 19, 2018 at 8:47 AM
To: Jennifer Scott <jennifer@islandbuilders.ky>
Cc: SaddleWood Estates Info <info@saddlewoodestates.ky>, Dean scott <dean@islandbuilders.ky>

Thanks Jennifer.

Regards,
Jammellia Buddoo
[Quoted text hidden]



Jammellia B. <jammellia.buddoo@gmail.com>

G3 update

8 messages

SaddleWood Estates Info <info@saddlewoodestates.ky>

Mon, Jan 21, 2019 at 12:13 PM

To: "Jammellia B." <jammellia.buddoo@gmail.com>

Cc: Dean Scott <dean@islandbuilders.ky>

Good morning Jammellia,

Sorry for the late reply. I have been super busy. Like I explained when meeting with you, building permits take up to six months to receive. However in your case, this plan was already in as it was for another homeowner whom had backed out. With that said you saved 6 weeks for us to receive a draft plan from the architect and you will be saving months on receiving the building permit as it had already been submitted. We have requested updates from the architect on many building permits and he has promised us an updated this week. Once we receive this we will know what stage in planning yours it at.

Regarding funding, unfortunately the process doesn't work this way. We don't receive funds from your bank until the home is built, Certificate of Occupancy is received and then it goes through the closing process with your bank and a closing attorney. Then a check is issued by your bank to our bank. We have a loan for the development.

Once the Building Permit is issued, you will be put in a que for construction. We start construction in order that we receive the permits. We can only construct 4 at a time, so depending where we are at the time in the construction process with other homes, then that depends when we start yours. Sometimes there maybe a little wait or not.

Regarding the plan, the standing shower was included the price sold to you as the plan was presented to you. the only other difference was the island in the kitchen was on it which is not standard and you wanted one block higher foundation and a gas range. This was going to have to be amended on the plan in with planning and an amendment made. Once you have gas you also need a permit for the gas. So this house will have two permits.

I hope I have clarified your questions. Once I have any updates, I will let you know.

Kind Regards,

Jennifer

From: Jammellia B. <jammellia.buddoo@gmail.com>**Sent:** Monday, January 21, 2019 9:35 AM**To:** Saddlewood Estates <info@saddlewoodestates.ky>; Jennifer Scott <jennifer@islandbuilders.ky>; Dean scott <dean@islandbuilders.ky>**Subject:** Re: Stamp Duty on Unit G3

Hi Jennifer/Dean,

I have not yet received a response to this email. Can someone get in touch with me please.

I can be reached at 327-2319

Regards,

Jammellia

On Tue, Jan 8, 2019 at 11:25 AM Jammellia B. <jammellia.buddoo@gmail.com> wrote:

Hi Jennifer/Dean,

I have a few questions pertaining to the next steps for unit G3.

1. Has approval come from planning yet?
2. When it does come through when do you begin construction? is it right away or would you need more funds from the bank to start?
3. I notice the plans submitted to planning is a little bit different from what I originally had in mind (it has a standing shower in 1 bathroom and an island for the kitchen). If i wish to keep this configuration would it come at an additional cost and if so what would it be because I don't mind it. lol

Regards,

Jammellia

On Mon, Nov 26, 2018 at 11:53 AM Saddlewood Estates <info@saddlewoodestates.ky> wrote:

Thank you Jammellia

Sent from my iPhone

> On 26 Nov 2018, at 11:38 AM, Jammellia B. <jammellia.buddoo@gmail.com> wrote:

>

> Good day Jennifer/Dean,
>
> Please note that the stamp duty for unit G3 was paid last week Monday. Attached is a copy of the receipt from the transaction.
>
> Regards,
> Jammellia Buddoo
> <20181125_173936.jpg>

Jammellia B. <jammellia.buddoo@gmail.com>
To: SaddleWood Estates Info <info@saddlewoodestates.ky>
Cc: Dean scott <dean@islandbuilders.ky>

Mon, Jan 21, 2019 at 12:41 PM

Jennifer,

Thank you for the update! Yes, you have clarified much of my queries. Forgive me, I'm completely naive to the home ownership process in Cayman. I'm just making sure I'm well informed as everyone has a different take on it.

Regards,
Jammellia Buddoo
[Quoted text hidden]

Jammellia B. <jammellia.buddoo@gmail.com>
To: SaddleWood Estates Info <info@saddlewoodestates.ky>, Jennifer Scott <jennifer@islandbuilders.ky>
Cc: Dean scott <dean@islandbuilders.ky>

Tue, May 7, 2019 at 8:57 AM

Hi Jennifer/Dean,

Could you please provide the latest update on unit G3.

Regards,
Jammellia Buddoo
[Quoted text hidden]

SaddleWood Estates Info <info@saddlewoodestates.ky>
To: "Jammellia B." <jammellia.buddoo@gmail.com>

Tue, May 7, 2019 at 9:00 AM

Good morning Jammellia,

I trust that you are doing well.

At the moment I don't have any updates, but I will send an email into the architect to see if they can advise.

Once I receive a reply, I will advise you.

[Quoted text hidden]

Jammellia B. <jammellia.buddoo@gmail.com>
To: SaddleWood Estates Info <info@saddlewoodestates.ky>

Tue, May 7, 2019 at 9:29 AM

Thank you for your quick reply. I have been told that the plan has been with the architect since January. Might I ask what it is that we are specifically waiting for him/her to do? I had assumed the initial changes to the plan would have been



Jammellia B. <jammellia.buddoo@gmail.com>

Notice: You have been assigned a Record.

2 messages

no-reply@bic.ky <no-reply@bic.ky>
Reply-To: no-reply@bic.ky
To: jammellia.buddoo@gmail.com
Cc: documents@planning.gov.ky

Tue, Sep 3, 2019 at 1:38 PM

Dear JAMMELLIA BUDDOO :

You have been assigned to work on Record [B19-0547](#).
Record Type: RESIDENTIAL
Project Name: SADDLEWOOD H3 - 27d424H3
District: GEORGE TOWN
Block: 27D
Parcel: 424
Lot:

no-reply@bic.ky <no-reply@bic.ky>
Reply-To: no-reply@bic.ky
To: jammellia.buddoo@gmail.com
Cc: documents@planning.gov.ky

Tue, Sep 3, 2019 at 1:50 PM

Dear JAMMELLIA BUDDOO :

You have been assigned to work on Record [P19-0526](#).
Record Type: RESIDENTIAL
Project Name: SADDLEWOOD G3 - 27d420H3
District: GEORGE TOWN
Block: 27D
Parcel: 420
Lot: H3

completed by now.

Regards,
Jammellia Buddoo
[Quoted text hidden]

Saddlewood Estates <info@saddlewoodestates.ky>
To: "Jammellia B." <jammellia.buddoo@gmail.com>

Thu, May 9, 2019 at 7:51 AM

Good morning Jammellia,

We are waiting for an from the architect. Once we receive it we will let you know.

Take care,
Jennifer

Sent from my iPhone
[Quoted text hidden]

Jammellia B. <jammellia.buddoo@gmail.com>
To: SaddleWood Estates Info <info@saddlewoodestates.ky>

Fri, May 10, 2019 at 11:30 AM

Hi Jennifer,

Your email isn't clear. You left out something.

Regards,
Jammellia Buddoo
[Quoted text hidden]

Jammellia B. <jammellia.buddoo@gmail.com>
To: Noorul Fusra <projects@islandbuilders.ky>

Wed, Sep 4, 2019 at 2:58 PM

Noorul,

I am forwarding the email correspondence from Jennifer I received in January regarding G3 so that you can be updated on what the dialogue has been.

Regards,
Jammellia
[Quoted text hidden]



Jammellia B. <jammellia.buddoo@gmail.com>

Update

14 messages

Barnes-Fagan, Tracey <tracey.barnes-fagan@scotiabank.com>
To: "Jammellia B." <jammellia.buddoo@gmail.com>

Wed, Sep 4, 2019 at 2:14 PM

Good Day Ms. Buddoo

Trust all is well.

In regards to your mortgage application, we are just following for a status on construction completion date.

Thanks

Regards,

Tracey Barnes-Fagan | Premium Relationship Officer

Scotiabank & Trust (Cayman) Ltd | Managing Director's Office

18 Forum Lane, 2nd Floor, Camana Bay, P.O.Box 689, Grand Cayman, KY1-1107

T 345.914.6284 F 345.949.7097 C 345.325.6442

tracey.barnes-fagan@scotiabank.com

cayman.scotiabank.com

Scotiabank is a business name used by The Bank of Nova Scotia

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Haga [clic aquí](#) para ver la traducción al español.

Jammellia B. <jammellia.buddoo@gmail.com>

Thu, Sep 5, 2019 at 10:55 AM

To: "Barnes-Fagan, Tracey" <tracey.barnes-fagan@scotiabank.com>

Cc: Noorul Fusra <projects@islandbuilders.ky>, Dean scott <dean@islandbuilders.ky>, Jennifer Scott <jennifer@islandbuilders.ky>

Hi Tracey,

I have been asking the developers about this but to date I have not had a concrete response. They have been copied on this reply. Noorul is expected to let me know later this afternoon.

Regards,

Jammellia Buddoo

[Quoted text hidden]

Barnes-Fagan, Tracey <tracey.barnes-fagan@scotiabank.com>

Thu, Sep 5, 2019 at 11:13 AM

To: "Jammellia B." <jammellia.buddoo@gmail.com>

Cc: Noorul Fusra <projects@islandbuilders.ky>, Dean scott <dean@islandbuilders.ky>, Jennifer Scott <jennifer@islandbuilders.ky>

Hi Ms. Buddoo

It's been a long time now. It would be sadden if your property construction hasn't begin as yet.

You may need to explore other options if you're not able to get a response.

Thanks

Regards

Tracey Barnes-Fagan | Premium Relationship Officer

Scotiabank & Trust (Cayman) Ltd | Managing Director's Office

18 Forum Lane, 2nd Floor, Camana Bay, P.O.Box 689, Grand Cayman, KY1-1107

T 345.914.6284 F 345.949.7097 C 345.325.6442

tracey.barnes-fagan@scotiabank.com

cayman.scotiabank.com

Scotiabank is a business name used by The Bank of Nova Scotia

[Quoted text hidden]

Jennifer Scott | Island Builders <Jennifer@islandbuilders.ky>

Thu, Sep 5, 2019 at 11:24 AM

To: "Barnes-Fagan, Tracey" <tracey.barnes-fagan@scotiabank.com>, "Jammellia B." <jammellia.buddoo@gmail.com>

Cc: Noorul Fusra <projects@islandbuilders.ky>, Dean scott <dean@islandbuilders.ky>

Good morning all,

Please note that we cannot start construction without a Building Permit or Red Card. Nobody can. Construction is a stage process with planning inspections along the way to pass and continue on with construction and serious monetary implications occur or rip of construction if you try and do it. Without inspections, not possible to receive a Certificate of Occupancy which then leads to CUC not issuing power and banks not issuing loan.

Once in the architects and Planning hands we unfortunately don't have any control in the building permit process. The architect provided yesterday an update thus far which in turn provided. There are various departments and stages for a building permit to be issued. The first stage is planning approval. I understand from the architect that the plans have been approved by the planner and is now going onto the next department which is Building Control unit. Which is will then go through various approvals like plumbing, electrical, etc. Then all this leads to Building Permit.

Until we have the building permit in hand, we cannot put a start date to the home as it will also depend on which stage of construction we are at the time. We have just also received 2 other building permits in the last couple weeks, so they are coming out of planning.

Your application is in, so if you are advising to pursue other options, it would only cause further delays as its same for other . The choice will be yours and we do apologize, but we do hope that you understand this is completely out of control. We wished the planning process would be quicker, but it isn't. Construction is booming on Island.

Kind Regards,

Jennifer Scott

P.O. Box 559

Grand Cayman

Cayman Islands KY1-1502

Email: jennifer@islandbuilders.ky

Cell: 345-926-9528

Office: 345-947-4277

Fax: 345-947-9895

Another quality Island Builders project-*Saddlewood Estates*

<http://www.caymanislandbuilders.com/saddlewood.php>

[Quoted text hidden]

Jammellia B. <jammellia.buddoo@gmail.com>

Sat, Sep 14, 2019 at 8:32 AM

To: Jennifer Scott | Island Builders <Jennifer@islandbuilders.ky>

Cc: "Barnes-Fagan, Tracey" <tracey.barnes-fagan@scotiabank.com>, Noorul Fusra <projects@islandbuilders.ky>, Dean scott <dean@islandbuilders.ky>

Good day Ms. Scott,

Thank you for your email. I appreciate that planning approval is a stage process which you have previously explained. It was Planning, and not your office, that confirmed with me that approval was granted for the modification 3 months ago and they are yet to receive the documents from your architect or office to move on to the next stage with the Building Control Unit.

I am afraid that if I do not have the house by December (as stipulated in the contract) then I would have lost the chance for my 4 year old son and I to become permanent residents of these islands.

Regards,
Jammellia

[Quoted text hidden]

Jennifer Scott | Island Builders <Jennifer@islandbuilders.ky>

Mon, Sep 16, 2019 at 9:43 AM

To: "Jammellia B." <jammellia.buddoo@gmail.com>

Good morning Jammellia,

I trust that you had a great weekend.

Regarding BCU and whatever it is that they are waiting on is completely out of our hands. The architect is the only one that is able to provide information needed for each stage of the process and not the contractor as this is out of our area of expertise. A lot of times there are internal items that we don't even know between the two, but we have been informed about 2 weeks ago that BCU was requesting mechanical and structural drawings and they were waiting for these to be completed

I do understand your urgency as you do have deadline as well on your side. I am sure it shouldn't be too much longer to receive your building permit, but we are at the mercy of planning. We just received last week about five building permits. They are finally coming through, but very slowly. To say that we can have your home absolutely completed by December, probably won't be feasible as we would need to start construction like right now. Construction process can be completed once a permit is received within 3 months and that is if inspections from planning go as planned and along with each stage of the construction and no delays encountered. You will also need a month for closings with your bank.

Please let us know if there is anything we can do on our side to assist with your PR application, to avoid any problems with you submitting your application or how you would like to proceed further.

Kind Regards,

Jennifer Scott

P.O. Box 559

Grand Cayman

Cayman Islands KY1-1502

Email: jennifer@islandbuilders.ky

Cell: 345-926-9528

Office: 345-947-4277

Fax: 345-947-9895

Another quality Island Builders project-**Saddlewood Estates**

<http://www.caymanislandbuilders.com/saddlewood.php>

[Quoted text hidden]

Jammellia B. <jammellia.buddoo@gmail.com>
To: Jennifer Scott | Island Builders <Jennifer@islandbuilders.ky>

Mon, Sep 16, 2019 at 9:56 AM

Thank you, Jennifer.

[Quoted text hidden]

Jammellia B. <jammellia.buddoo@gmail.com>
To: "Barnes-Fagan, Tracey" <tracey.barnes-fagan@scotiabank.com>

Wed, Oct 2, 2019 at 10:10 AM

Hi Tracey,

When do I need to provide the new Credit Report?

Regards,
Jammellia

[Quoted text hidden]

Barnes-Fagan, Tracey <tracey.barnes-fagan@scotiabank.com>
To: "Jammellia B." <jammellia.buddoo@gmail.com>

Wed, Oct 2, 2019 at 11:22 AM

Hi Ms. Buddoo – Yes, at the time of closing.

Tracey Barnes-Fagan | Premium Relationship Officer

Scotiabank & Trust (Cayman) Ltd | Managing Director's Office

18 Forum Lane, 2nd Floor, Camana Bay, P.O.Box 689, Grand Cayman, KY1-1107

T 345.914.6284 F 345.949.7097 C 345.325.6442

tracey.barnes-fagan@scotiabank.com

cayman.scotiabank.com

Scotiabank is a business name used by The Bank of Nova Scotia

From: Jammellia B. [mailto:jammellia.buddoo@gmail.com]
Sent: October 2, 2019 10:11 AM
To: Barnes-Fagan, Tracey <tracey.barnes-fagan@scotiabank.com>
Subject: Re: Update

[Quoted text hidden]

Jammellia B. <jammellia.buddoo@gmail.com>
To: "Barnes-Fagan, Tracey" <tracey.barnes-fagan@scotiabank.com>

Wed, Oct 2, 2019 at 11:35 AM

Ok, thank you.

Regards,
Jammellia Buddoo

[Quoted text hidden]

Jammellia B. <jammellia.buddoo@gmail.com>
To: Jennifer Scott | Island Builders <Jennifer@islandbuilders.ky>, SaddleWood Estates Info <info@saddlewoodestates.ky>, Noorul Fusra <projects@islandbuilders.ky>, Dean scott <dean@islandbuilders.ky>

Thu, Nov 7, 2019 at 4:16 PM

Hi Jennifer/Noorul,

It has been 2 months now. Is there any update on the property?

Regards,
Jammellia

[Quoted text hidden]

Jammellia B. <jammellia.buddoo@gmail.com>
To: Noorul Fusra <projects@islandbuilders.ky>

Tue, Nov 12, 2019 at 4:26 PM

Hi Noorul,

The email below was sent last week. I have not yet received a response.

Regards,
Jammellia Buddoo

[Quoted text hidden]

Noorul Fusra <projects@islandbuilders.ky>
To: "Jammellia B." <jammellia.buddoo@gmail.com>

Tue, Nov 12, 2019 at 4:37 PM

Good Afternoon Ms. Jammellia,

I was on the telephone with the Architect's office just now. the reception lady who usually gives me the update was not able to work on my email request and when I was on the phone she tried to pull up your folder and found it to be on the senior architects desk. She said the senior architect would give me a call by this afternoon or tomorrow morning regarding the update since he is in a meeting with another client now. I apologies for the delay, please bear with us until tomorrow to give you a firm update and status of the permit. I will make sure to email you by late morning tomorrow.

Thanks & Best Regards,

Noorul Fusra

Administrator/Foreman

ISLAND BUILDERS COMPANY, LTD.

C: (345)927-4145

T: (345)947-4277

F: (345)947-9895

[Quoted text hidden]

Jammellia B. <jammellia.buddoo@gmail.com>
To: Noorul Fusra <projects@islandbuilders.ky>

Tue, Nov 12, 2019 at 4:50 PM

Thanks Noorul. I'll look out for your email or call.

Regards,
Jammellia Buddoo

[Quoted text hidden]



Jammellia B. <jammellia.buddoo@gmail.com>

Rescission of Agreement for Sale and Agreement to Develop Block 27D Parcel 420 H3

5 messages

Jammellia B. <jammellia.buddoo@gmail.com> Fri, Feb 7, 2020 at 1:45 PM
To: SaddleWood Estates Info <info@saddlewoodestates.ky>, Dean scott <dean@islandbuilders.ky>, Jennifer Scott <jennifer@islandbuilders.ky>
Cc: Noorul Fusra <projects@islandbuilders.ky>

Good day,

Please find attached a copy of the official notice to rescind the agreements with Saddlewood Estates Investments Ltd and myself for the sale and development of Block 27D; Parcel 420 H3. An original was sent by registered mail earlier today. (receipt attached).

Please let me know when the monies can be collected as explained in the attached letters.

Regards,
Jammellia A. Buddoo Blackwood

3 attachments

-  **Saddlewood Rescission Notice.pdf**
262K
-  **Saddlewood Registered Mail Receipt.pdf**
47K
-  **Saddlewood Receipts.pdf**
75K

Noorul Fusra <projects@islandbuilders.ky> Mon, Feb 10, 2020 at 12:00 PM
To: "Jammellia B." <jammellia.buddoo@gmail.com>
Cc: Dean Scott <dean@islandbuilders.ky>, Jennifer Scott | Island Builders <Jennifer@islandbuilders.ky>

Good Morning Ms. Jammellia,

I trust this email finds you well.

We acknowledge your decision to cancel the existing contract with Saddlewood Estates. We also confirm that the deposit of CI\$5,000.00 paid by you towards the captioned unit shall be refunded in 30 day period (10th March,2020) per management policies. Regarding stamp duty refund unfortunately that doesn't have anything to do with developer. That was paid to the Government and not Saddlewood Estates. We recommend you to visit Lands & Survey department and ask regarding this and the developer doesn't know how this process works.

Just a recap on our process; your Building permit only just came out in December 2019 and was one of the last ones to receive. We don't start construction immediately not do we start construction prior to permit as we will be violating the law. As you can appreciate we construct the house with only \$5k deposit. Hence we don't start as a permit is issued. A home is then placed on a schedule per our current work load.

Thanks & Best Regards,

Noorul Fusra

Administrator/Foreman

ISLAND BUILDERS COMPANY, LTD.

C: (345)927-4145

T: (345)947-4277

F: (345)947-9895

[Quoted text hidden]

Jammellia B. <jammellia.buddoo@gmail.com> Sun, Feb 16, 2020 at 1:38 PM
To: Noorul Fusra <projects@islandbuilders.ky>
Cc: Dean Scott <dean@islandbuilders.ky>, Jennifer Scott | Island Builders <jennifer@islandbuilders.ky>

Thank you for the information.

Regards,
Jammellia Buddoo
[Quoted text hidden]

Jammellia B. <jammellia.buddoo@gmail.com> Thu, Feb 27, 2020 at 6:34 PM
To: Noorul Fusra <projects@islandbuilders.ky>

Hi Noorul,

Please have the cheque made payable to my maiden name, Jammellia Buddoo. I will check back with you on March 10 for pick up.

Regards,
Jammellia Buddoo
[Quoted text hidden]

Jammellia B. <jammellia.buddoo@gmail.com> Mon, Jun 22, 2020 at 8:49 AM
To: Noorul Fusra <projects@islandbuilders.ky>, Dean scott <dean@islandbuilders.ky>, Jennifer Scott <jennifer@islandbuilders.ky>, SaddleWood Estates Info <info@saddlewoodestates.ky>

Good day Dean/Jennifer/Noorul,

Please let me know when I can collect the \$5000 down payment that is still owed to me.

Regards,
Jammellia
327-2319
[Quoted text hidden]

JAMMELLIA A. BUDDOO BLACKWOOD

178 Poindexter Road PO Box 12368 Grand Cayman KY1-1011

Tel: (345) 327-2319 (c) /946-3848 (h) Email: Jammellia.buddoo@gmail.com

February 7, 2020

BY REGISTERED MAIL

Saddlewood Estates Investments Ltd
Dean Scott and/or Jennifer Scott
PO Box 559
Grand Cayman KY1-1502
Cayman Islands

Dear Sirs

Re: Agreements between Saddlewood Estates Investments Ltd. and Jammellia Blackwood

Reference is made to the above captioned agreements executed on the 13th day of November 2018. Pursuant to clause 3 of the Agreement for Sale and clause 2 of the Agreement to Develop a 3 bedroom two bathroom house was to be constructed on Block 27D Parcel 420 H3 on or before December 31, 2019. As at today's date, February 7, 2020, the house has not been completed, further based on a site visit conducted on **Sunday February 02, 2020**, it appears that ground has not yet been broken to facilitate the said construction.

Therefore, I am hereby exercising my right pursuant to clause 5 titled 'Completion Date' of both the Agreement for Sale and Agreement to Develop, this letter serves as my official notice that I hereby rescind both the Agreement for Sale and the Agreement to Develop Block 27D; Parcel 420 H3 entered into on the 13th day of November 2018.

I therefore request that all monies paid by me to date for this project a total of **\$8,172.16** as evidenced by receipts and broken down as follows be returned within seven (7) days of the receipt of this letter.

- KYD\$1000.00 paid October 25, 2018 receipt numbered 1
- KYD\$4000.00 paid November 7, 2018 receipt numbered 2
- Stamp Duty- KYD\$3172.16 paid November 19, 2018 receipt numbered LSU-191118152949

If the refund of the monies reflected in the enclosed receipts, is not paid pursuant to clause 5 of both the Agreement for Sale and Agreement to Develop, I will be constrained to commence proceedings to recover the outstanding sums.

Yours faithfully,



Jammellia A. Buddoo Blackwood

Encls: Receipt numbered 1
Receipt numbered 2
Receipt numbered LSU-191118152949

Seven Mile Beach Post Office
 500B West Bay Road
 Seven Mile Beach, Grand Cayman KY1-1200
 345-949-4177

JAMMELLIA A. BUDDOO BLACKWOOD
 178 POINDEXTER ROAD
 PO BOX 12368 GRAND CAYMAN KY1-1011
 CAYMAN ISLANDS

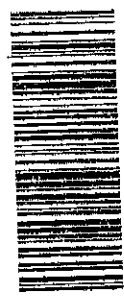
SALES RECEIPT

Transaction #: 91655
 Date: 2/7/2020 Time: 12:14:17 PM
 Server: Baneza Register #: 2

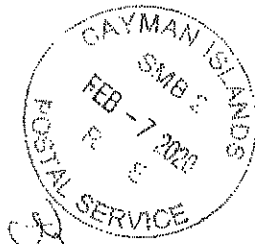
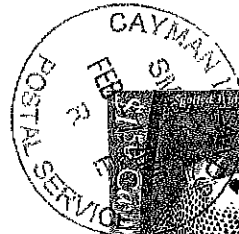
Description	Amount
1 II Stp (Bodden) \$0.50	\$0.50
0 II Stamps (Bodden) \$0.50	
@ \$0.50	
19. LPI	\$1.00
19. LPI	
@ \$1.00	
<hr/>	
Sub Total	\$1.50
Total	\$1.50
CI Cash Tendered	\$1.50
Change Due	\$0.00

Dean Scott and/or Jennifer Scott
 Saddlewood Estates Investments Ltd
 PO Box 559
 Grand Cayman KY1-1502
 Cayman Islands

* 91655 *
 Thank you for shopping
 Seven Mile Beach Post Office
 We hope you'll come back soon!



RA100021330KY



10/03/2020, 8:38 am - Messages and calls are end-to-end encrypted. No one outside of this chat, not even WhatsApp, can read or listen to them. Tap to learn more.

10/03/2020, 8:38 am - Noorul: Good morning Ms. Jammellia this is Noorul from Island Builders. Hope you are doing well. I regret in informing that your refund check is not yet ready, I would recommend you to please contact Mr. Dean(9261616)/Ms. Jennifer(9269528) in this regard. They are available in WhatsApp.

Much thanks.

Noorul

10/03/2020, 8:39 am - Jammellia: Hi Noorul. Thank you

10/03/2020, 4:36 pm - Noorul: Hi ms. Jammellia, dean got back to me and he says on Friday he will be able to release your check. They are expecting collections and by Friday he should be able to release it per his advise. My apologies for this inconvenience

Thanks

Noorul

10/03/2020, 4:38 pm - Jammellia: Thanks for the info Noorul.

13/03/2020, 12:57 pm - Jammellia: Hi Noorul

13/03/2020, 12:57 pm - Jammellia: I'll be coming for the check at 2pm

17/03/2020, 10:14 am - Noorul: Good morning Ms. Jammellia, my apologies I was sick friday and didn't come in. The work phone was with Ms. Jennifer and i got it back this morning. I believed that the might have paid your deposit refund last week Friday as promised. But as you call back i can see that you are not yet being paid.

Dean just got back to me and says that he has informed you that the check will be ready by this week Friday at 1pm. I will followup and contact you right when your check is ready.

Thanks for your patience.

Noorul

17/03/2020, 10:37 am - Jammellia: Ok Noorul. Thanks. Hope you're feeling better.

17/03/2020, 11:03 am - Noorul: I am feeling better. Thanks so much :)

17/03/2020, 11:13 am - Jammellia: Great!

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

Cause No. SC _____ of 2020

BETWEEN: JAMMELLIA BUDDOO (FORMERLY JAMMELLIA BLACKWOOD)

PLAINTIFF

AND: SADDLEWOOD ESTATES INVESTMENTS LTD.

DEFENDANT

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address –

2 State whether the Defendant intends to contest the action.

Yes

No

3 If you do not intend to contest the action, do you want time in which to pay the claim?

Yes

No

4 If you do intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf.

Service of the Plaintiff is acknowledged accordingly.

Defendant's Signature

Dated this _____ day of _____, 20____

See Overleaf

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the ground upon which the Defendant says that he is not liable to the Plaintiff, or is not liable for the full amount claimed).

REMINDER This form must be taken or sent to the Court Office P.O. Box 495 GT George Town Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.