



IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2024

BETWEEN:

BRADLEY F Z KUTTNER AND LAURA A ROBINSON

PLAINTIFFS

AND:

- (1) OASIS BEACH BAY DEVELOPMENTS**
- (2) AURA WELLNESS DEVELOPMENTS LTD**

DEFENDANTS

WRIT OF SUMMONS

TO:

Oasis Beach Bay Developments, c.o. Bodden Corporate Services, P.O. Box 10335 Grand Cayman KY1-1003

Aura Wellness Development Ltd, c.o. Bodden Corporate Services, P.O. Box 10335 Grand Cayman KY1-1003

THIS WRIT OF SUMMONS 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 the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495, George Town, Grand Cayman, the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

NOTE - This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue unless renewed by order of the Court.

IMPORTANT

Directions for Acknowledgment of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff are individual's resident in Grand Cayman, Cayman Islands with address for service c/o KSG Attorneys.
2. The First and Second Defendants (together "the Defendants") are, and were at all material times, ordinary resident companies registered in the Cayman Islands.
3. The First Defendant is, and was at all material times, the legal owner and registered proprietor under the Registered Land Act of land known as Registration Section Lower Valley, Block 3 8C, Parcel 72 ("the land").

The Agreements

4. On the 21st of October 2019, the Plaintiffs acting jointly and severally, and the Defendants executed two agreements, the combined purpose of which was for the Plaintiffs to buy part of the land ("Lot 21") from the First Defendant ("The Purchase Agreement") and to construct a dwelling thereon ("Unit 305") using the services of the Second Defendant ("the Development Agreement").
5. The terms of the Purchase Agreement were, inter alia:
 - a. The purchase price of Lot 21 was \$10,000.
 - b. A deposit of \$5,000 was to be paid by the Plaintiff to the Second Defendant upon execution of the agreement.
 - c. The balance of \$5,000 was to be paid on or before the completion date at which time the First Defendant would provide the Plaintiff with the Transfers of Land.
 - d. In the event that the Second Defendant had not completed construction of Unit 305 as per the Development Agreement by 30th June 2022, either party could by notice in writing rescind the agreement whereupon the Plaintiff would be entitled to the return of all monies paid under the agreement at which time the agreement would be considered terminated.
6. The terms of the Development Agreement were, inter alia:
 - a. The Second Defendant agreed to develop Unit 305 on Lot 21 at the development price.
 - b. The development price was \$400,000.
 - c. An initial deposit of \$15,500 was to be paid to the Second Defendant upon execution of the agreement.
 - d. A further deposit of \$20,500 was to be paid on the 1st of December 2019.
 - e. The balance was to be paid by the completion date.

- f. In the event that the Second Defendant had not completed construction of Unit 305 as per the Development Agreement by 30th June 2022, either party could by notice in writing rescind the agreement whereupon the Plaintiff would be entitled to the return of all monies paid under the agreement at which time the agreement would be considered terminated.
7. The Plaintiff duly paid to the Second Defendant via ReMax the deposit monies under the Purchase Agreement and the initial and further deposits under the Development Agreement, totaling \$41,000.
8. On 13th June 2022 Jan Gupta, a director of both the Defendants, wrote to the Plaintiff advising that the Second Defendant would be unable to abide by the completion date of 30th June 2022 as per the Development Agreement and to date the Defendants have not completed construction of Unit 305.
9. In or around January 2023 the development land was placed for sale by the Defendants and the Defendants indicated that they would not be able to complete the construction of the development including Unit 305. By such indication and acts, the Defendants rescinded the Purchase and Development Agreements and the sums paid under the Agreements became due and owing.
10. On the 3rd of August 2023 the Defendants refunded the sum of CI\$5,000 to the Plaintiffs.
11. In breach of the Agreements, CI\$36,000 of the deposit monies has not been returned to the Plaintiffs.
12. And the plaintiff claims the sum of CI\$36,000 as monies due and owing pursuant to the terms of the Purchase and Development Agreements.

STATEMENT REGARDING INTEREST

1. The Plaintiff seeks pre- and post-judgment interest from the date that the said sum became due at the rate of 2 3/8% per annum on the sum due and owing until payment and in accordance with the provisions of the Judicature Act (2017 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.
2. Interest is claimed from the 1 February 2023, which is the date that repayment of the deposit sums became due.
3. The amount of interest owing at the date of issue of this Writ is \$1,115.01.

4. The amount of interest accruing each day following the issue of this Writ is \$2.34.

And the Plaintiff claims:

- Payment of the said sum of \$36,000
- Interest
- Costs

If, within the time of returning the Acknowledgment of Service, the Defendant pays the total amount claimed of \$41,000 (together with interest and costs), further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney.



KSG

Attorneys-at-Law for the Plaintiffs

Service of the Writ is acknowledged accordingly.

(Signed).....

Please complete overleaf.

Notes on address for service

Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

Endorsement by plaintiff's Attorney (or by plaintiff if suing in person) of his name, address and reference, if any, in the box below.

KSG
Attorneys at Law
4 th Floor Harbour Centre
42 North Church Street
PO Box 2255 KY1-1107
George Town
Grand Cayman

Endorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.

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THIS Writ and Statement of Claim was issued by KSG Attorneys-at-Law, 4th Floor Harbour Centre, 42 North Church Street, George Town. P.O. Box 2255 KY1-1107, Cayman Islands. (JK/01789)