



IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2024 ()

BETWEEN:

WILLIAM J FIRSTBROOK

Plaintiff

AND

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

Defendants

WRIT OF SUMMONS

TO:

- (1) Oasis Beach Bay Developments, c.o. Bodden Corporate Services, P.O. Box 10335 Grand Cayman KY1-1003
- (2) 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, PO Box 495, George Town, Grand Cayman, KY1-1106, Cayman

THIS WRIT was issued by William J Firstbrook the Plaintiff, whose address for service is Unit 42, 345 Poindexter Road, Prospect, Grand Cayman, Cayman Islands

Islands, 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.

Issued this 17 day of 09 2024

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.

THIS WRIT was issued by William J Firstbrook the Plaintiff, whose address for service is Unit 42, 345 Poindexter Road, Prospect, Grand Cayman, Cayman Islands

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STATEMENT OF CLAIM

1. The Plaintiff works and resides in Grand Cayman, Cayman Islands whose address is Unit 42, 345 Poindexter Road, Prospect, Grand Cayman, Cayman Islands.
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 in Grand Cayman, Cayman Islands known as Registration Section Lower Valley, Block 3 8C, Parcel 72 ("the land").

The Agreements

4. On 17 September 2019, the Plaintiff the Defendants executed two agreements, the combined purpose of which was for the Plaintiffs to buy part of the land ("Lot 30") from the First Defendant ("The Purchase Agreement") and to construct a dwelling thereon ("Unit 406") using the services of the Second Defendant ("the Development Agreement").
5. The material terms of the Purchase Agreement were, inter alia:
 - 5.1. The purchase price of Lot 30 was CI\$10,000.
 - 5.2. A deposit of CI\$5,000 was to be paid by the Plaintiff to the Second Defendant upon execution of the agreement.
 - 5.3. The balance of CI\$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.
 - 5.4. In the event that the Second Defendant had not completed construction of Unit 406 as

THIS STATEMENT OF CLAIM was issued by William J Firstbrook the Plaintiff, whose address for service is Unit 42, 345 Poindexter Road, Prospect, Grand Cayman, Cayman Islands

per the Development Agreement by 30 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:
 - 6.1. The Second Defendant agreed to develop Unit 406 on Lot 30 at the development price.
 - 6.2. The development price was CI\$287,888.
 - 6.3. An initial deposit of CI\$9,894 was to be paid to the Second Defendant upon execution of the agreement.
 - 6.4. A further deposit of CI\$14,894.88 was to be paid on the 1st of November 2019.
 - 6.5. The balance was to be paid by the completion date.
 - 6.6. In the event that the Second Defendant had not completed construction of Unit 406 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 CI\$29,788.80.
8. The Second Defendant was unable to perform its obligations under the Development Agreement and complete the construction of the development or the Plaintiff's dwelling.

THIS STATEMENT OF CLAIM was issued by William J Firstbrook the Plaintiff, whose address for service is Unit 42, 345 Poindexter Road, Prospect, Grand Cayman, Cayman Islands

9. On 14 July 2023 the Plaintiff and the Defendants executed a settlement agreement in respect of the Purchase Agreement and the Development Agreement and subject to Cayman Islands law ("First Settlement Agreement").
10. Pursuant to the terms of the First Settlement Agreement, the Defendants agreed to pay the Plaintiff:
 - 10.1. CI\$5,000 by midnight on 28 July 2023; and
 - 10.2. CI\$24,788.80 by midnight on 20 September 2023.

Total = \$29,788.80
11. Prior to the deadline of midnight on 28 July 2023, the Defendants paid the Plaintiff CI\$5,000.
12. In breach of its obligations to make the payment of CI\$24,788.80 by midnight on 20 September 2023, the Defendants did not make any further payment to the Plaintiff and ignored various requests and demands to make such payment.
13. On 12 August 2024, following demands from the Plaintiff for payment of the outstanding balance, the Plaintiff and the Defendants agreed that the Defendants would:
 - 13.1 make an interim payment to the Plaintiff of CI\$2,000;
 - 13.2 On or before 30 August 2024, make a further payment to the Plaintiff consisting of: (a) the balance of CI\$22,788.80; (b) Interest on the outstanding balance; and (c) an additional sum of CI\$500.

("The Second Settlement Agreement")
14. On or about 12 August 2024, the Defendants made the interim payment of CI\$2,000 to the Plaintiff as required by the Second Settlement Agreement.
15. On 27 August 2024, the Plaintiff notified the Defendants that the sum due on or before 30

THIS STATEMENT OF CLAIM was issued by William J Firstbrook the Plaintiff, whose address for service is Unit 42, 345 Poindexter Road, Prospect, Grand Cayman, Cayman Islands

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August 2024 was CI\$23,842.64, consisting of the balance of CI\$22,788.80, interest of CI\$553.84 and the additional sum of CI\$500.

16. On 30 August 2024, in breach of the Second Settlement Agreement, the Defendants failed to make the payment or any payment to the Plaintiff, and at the request of the Defendants, the Plaintiff agreed to withhold issuing proceedings until 6 September 2024. .
17. On or about 6 September 2024, the Plaintiff and the Defendants agreed that the Defendants would:
 - 17.1 make an interim payment to the Plaintiff of CI\$2,000, consisting of CI\$1,500 to reduce the amount of the principal due; and (b) CI\$500 as additional compensation to the Plaintiff;
 - 17.2 On or before 13 September 2024, make a further payment to the Plaintiff consisting of: (a) the balance of CI\$21,288.80; (b) interest of CI\$553.84; and (c) the additional sum of CI\$500; and
 - 17.3 agree that service of any proceedings in the event of non-payment could be made on both Defendants at the offices of McGrath Tonner, attorneys at law, 5th Floor, Genesis Tower, PO Box 446, Grand Cayman KY1-1106

("The Third Settlement Agreement")

18. On or about 6 September 2024, the Defendants made the interim payment sum of CI\$2,000 to the Plaintiff as required by the Third Settlement Agreement.
19. In breach of the Third Settlement Agreement, the additional amounts due were not paid on 13 September 2024. .
20. As a result of the Defendants' breaches of the Purchase Agreement, the Development Agreement, the First Settlement Agreement, the Second Settlement Agreement and the Third Settlement Agreement, the Plaintiff has suffered inconvenience caused by financial hardship

THIS STATEMENT OF CLAIM was issued by William J Firstbrook the Plaintiff, whose address for service is Unit 42, 345 Poindexter Road, Prospect, Grand Cayman, Cayman Islands 4

as well as associated stress and distress because of the Defendants' failure to pay the full amount due to the Plaintiff.

21. The Defendants have intentionally inflicted emotional distress on the Plaintiff in one or more ways as follows:
 - 21.1 The Defendants entered into the First Settlement Agreement with the Plaintiff in an attempt to dissuade and discourage the Plaintiff from issuing legal proceedings in respect of the breaches of the Purchase Agreement and the Development Agreement;
 - 21.2 Having entered into the First Settlement Agreement, the Defendants paid the first instalment of CI\$5,000 but thereafter failed to pay any balance despite requests and demands from the Plaintiff;
 - 21.3 The Defendants entered into the Second Settlement with the Plaintiff in an attempt to prevent the Plaintiff from issuing legal proceedings for breach of the First Settlement Agreement;
 - 21.4 Having entered into the Second Settlement Agreement, the Defendants paid the first instalment of CI\$2,000 but thereafter failed to pay any balance despite their obligation to do so agreed less than 3 weeks earlier, and despite a request to do so by the Plaintiff on 27 August 2024;
 - 21.5 Having entered into the Third Settlement Agreement, the Defendants paid the first instalment of CI\$2,000 but thereafter failed to pay any balance despite their obligation to do so agreed less than 3 weeks earlier, and despite requests to do so by the Plaintiff on 13 September 2024 and 16 September 2024.
 - 21.6 The Defendants are controlled by Jan Gupta who has caused the Defendants to enter into the First Settlement Agreement, the Second Settlement Agreement and the Third Settlement Agreement, in the knowledge that the Defendants are not willing or able to make payments to the Plaintiff as agreed, and/or with the intent of deceiving the Plaintiff

THIS STATEMENT OF CLAIM was issued by William J Firstbrook the Plaintiff, whose address for service is Unit 42, 345 Poindexter Road, Prospect, Grand Cayman, Cayman Islands

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into believing that he will be repaid on time. Alternatively, Jan Gupta on behalf of the Defendants has made the said agreements recklessly without any regard for whether the Defendants can and will be able to meet their obligations on the dates that the payments are due, for the purpose of persuading the Plaintiff to delay taking legal action to recover the debt due;

21.7 In making the First Settlement Agreement, the Second Settlement Agreement and the Third Settlement Agreement without any ability and/or intention to abide by their terms and instead to string along the Plaintiff in the hope that he has insufficient funds to pursue his claims, the Defendants have intentionally inflicted distress upon the Plaintiff; and

22. As a result of the Defendants' repeated breaches of multiple settlement agreement and infliction of distress upon him, the Plaintiff has suffered stress, anxiety, financial pressure, loss of enjoyment of life, and missed opportunities to utilise the funds due to him, with such distress being compounded by every unanswered request or demand for payment, missed deadline, and continual renegotiation of payment terms.

23. The Plaintiff therefore claims general damages in the sum of CI\$10,000.

THEREFORE THE PLAINTIFF CLAIMS

24. The sum of CI\$21,288.80;

25. Agreed Interest of CI\$553.84;

26. The agreed sum of CI\$500;

27. Interest on the sums outstanding in accordance with the Judicature Act;

28. General damages for stress and inconvenience in the sum of CI\$10,000 or such other amount as the Court thinks fit;

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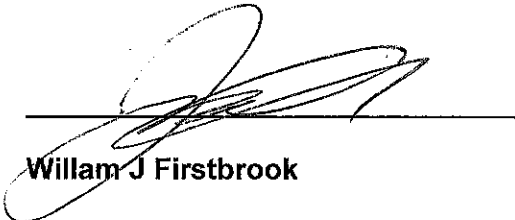
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29. Costs;
30. Such further or other relief as this Honourable Court shall deem fit.

STATEMENT REGARDING INTEREST

1. The Plaintiff seeks 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 14 September 2024, which is the day after the Defendants failed to make payment of the CI\$22,342.64 due under the Settlement Agreement.
3. The amount of interest owing at the date of issue of this Writ is CI\$4.35.
4. The amount of interest accruing each day following the issue of this Writ is CI\$1.45.

DATED this day of 17 Sept 2024



William J Firstbrook

THIS STATEMENT OF CLAIM was issued by William J Firstbrook the Plaintiff, whose address for service is Unit 42, 345 Poindexter Road, Prospect, Grand Cayman, Cayman Islands

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**DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS**

- 1 The accompanying form of Acknowledgment of Service should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, PO Box 495G, George Town, Grand Cayman, KY1-1106, Cayman Islands.

- 2 A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings must also serve a Defence on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.

If the Defendant fails to serve his Defence within the appropriate time, the Plaintiffs may enter judgment against him without further notice.

- 3 A Stay of Execution against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, issue a Summons for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments or otherwise.

See overleaf for Notes for Guidance

Notes for Guidance

- 1 Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
- 2 For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
- 3 Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (the name stated on the Writ of Summons)".
- 4 Where the Defendant is a FIRM and an attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
- 5 Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
- 6 Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
- 7 Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
- 8 A Defendant acting in person may obtain help in completing the form at the Courts Office.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

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BETWEEN:

WILLIAM J FIRSTBROOK

Plaintiff

AND

(1) OASIS BEACH BAY DEVELOPMENTS

(2) AURA WELLNESS DEVELOPMENTS LTD

Defendants

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

Important. Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (tick appropriate box)

yes no

3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (tick box)

yes no

Service of the Writ is acknowledged accordingly

(Signed).....

Attorney for

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.

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

William J Firstbrook
Unit 42, 345 Poindexter Road
Prospect
Grand Cayman
Cayman Islands

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