

IN THE GRAND COURT OF THE CAYMAN ISLANDS

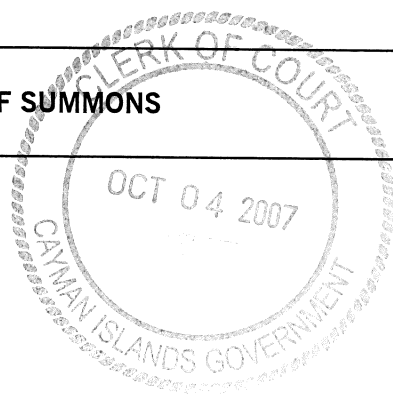
CAUSE NO *60461* OF 2007

BETWEEN: PRO PLUS CONTRUCTION COMPANY LTD PLAINTIFF

AND: (1) RAVISH SONY
(2) HEIDI SONY DEFENDANTS

WRIT OF SUMMONS

TO: FAO Mr Ravish Sony
FAO Mrs Heidi Sony
PO Box 844
Grand Cayman KY1-1103
CAYMAN ISLANDS



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 of Summons on you, counting the day of service, you must either satisfy the claim or return to the Courts Office, George Town, PO Box 495, Grand Cayman, KY1-1106, Cayman Islands the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgement 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 *4th* day of October 2007.

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.

INDORSEMENT

The Plaintiff's claim against the Defendant is for CI\$53,500.00 (excluding fixed costs and filing fees of CI\$735.00), plus interest at the rate of 10.25% calculated from 15 July 2007 until the date of payment, being the sum owed by the Defendant pursuant to an agreement made on 16 October 2006 whereby the Defendant undertook to be liable for all monies due to the Plaintiff in respect a property development situated on George Town South Block 14E Parcels 728.

Charles Adams Ritchie & Duckworth

**CHARLES ADAMS RITCHIE & DUCKWORTH
ATTORNEYS-AT-LAW FOR THE PLAINTIFF**

This Writ was issued by Charles Adams Ritchie & Duckworth Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is 2nd Floor, Zephyr House, 122 Mary Street, George Town, PO Box 709, Grand Cayman, KY1-1107, CAYMAN ISLANDS

BETWEEN:

PRO PLUS CONTRUCTION COMPANY LTD

PLAINTIFF

AND:

(1) RAVISH SONY (2) HEIDI SONY

DEFENDANTS

**ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS**

Important. Read the accompanying direction 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

Service of the Writ is acknowledged accordingly

(Signed)
[Attorney] for
Address for Service:

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 is suing in person) of his name, address and reference, if any, in the box below.

Charles Adams Ritchie & Duckworth
2nd Floor Zephyr House 122 Mary Street
George Town
PO Box 709
Grand Cayman KY1-1107
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.

[Empty box for Defendant's Attorney indorsement]

Filed by Charles Adams Ritchie & Duckworth, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is that of its said Attorneys-at-Law, 2nd Floor, Zephyr House, 122 Mary Street, George Town, PO Box 709, Grand Cayman, KY1-1107, CAYMAN ISLANDS

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

CAUSE NO

OF 2007

BETWEEN:

PRO PLUS CONSTRUCTION COMPANY LTD

PLAINTIFF

AND:

(1) RAVISH SONY

(2) HEIDI SONY

DEFENDANTS

STATEMENT OF CLAIM

1. The Plaintiff is a real estate developer and contractor incorporated and licensed to carry out business in the Cayman Islands, having a place of business at Unit #6 GFK Building, Godfrey Nixon Way, George Town, PO Box 1290, Grand Cayman KY1-1108, Cayman Islands.
2. The Defendants are resident in the Cayman Islands.
3. By an Agreement to Develop dated 16 October 2007 the Plaintiff agreed with the Defendants to construct a semi detached dwelling on a lot of land hereafter identified and located in a Development situated on George Town South Block 14E Parcels 728.
4. The Plaintiff agreed to develop or cause to be developed the House on the House Lot at the Development Price of CI\$365,000.00 in accordance with the specifications and Exhibit A annexed as the Second Schedule of the Agreement to Develop dated 16 October 2006.
5. As per the Agreement to Develop dated 16 October 2007, the development price to be paid and schedule of payment to be followed by the Defendants to the Plaintiff was as follows:-
 - 5.1 On execution and exchange hereof a deposit of CI\$1,000.00 which shall be the deposit paid hereunder; and

5.2 The balance of CI\$364,000 shall be paid by the contracting purchaser to the developer on various stages as follows:-

- a. CI\$50,000 when the ground floor block is completed
- b. CI\$50,000 when the second floor block is completed
- c. CI\$50,000 when the roof is completed
- d. CI\$50,000 when the exterior plastering is completed
- e. CI\$50,000 when the interior walls are completed
- f. CI\$50,000 when the kitchen cabinet is completed
- g. CI\$64,000 after obtaining the certificate of occupancy

6. On 2 July 2007 the Defendants agreed and signed documentation thereof acknowledging acceptance of the House in good order and further acknowledged the balance due and owing to the Plaintiff of CI\$53,500.00 as final settlement which the Defendants would pay within 10 days as of 15 July 2007 with an interest rate of 10.25% on the number of days outstanding.

7. This sum of CI\$53,500.00 has not been paid by the Defendants and remains an outstanding debt owned to the Plaintiff.

8. By letter dated 9 August 2007 (served 13 August 2007), the Plaintiff, through its Attorneys-at-Laws demanded that the Defendants make payment in full within 14 days.

9. Notwithstanding the said demand, the Defendants have made no further payment.

AND THE PLAINTIFF CLAIMS:-

1. The sum of CI\$53,500.00
2. Interest at the rate of 10.5% calculated from 15 July 2007 until the date of payment.
3. Costs.

If, within the time for returning the Acknowledgment of Service, the Defendants pay the total amount claimed of CI\$53,500.00 (excluding costs and filing fees) further proceedings will be stayed. The money must be paid to the Plaintiff.

Charles Adams Ritchie & Duckworth

**CHARLES ADAMS RITCHIE & DUCKWORTH
ATTORNEYS-AT-LAW FOR THE PLAINTIFF**

This Statement of Claim was issued by Charles Adams Ritchie & Duckworth, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is 2nd Floor, Zephyr House, 122 Mary Street, George Town, PO Box 709, Grand Cayman, KY1-1107, CAYMAN ISLANDS