



IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2024

BETWEEN:

THE PROPRIETORS OF STRATA PLAN NO. 936

PLAINTIFF

AND

YARL TOWERS LTD

DEFENDANT

WRIT OF SUMMONS

TO: YARL TOWERS LTD of PO Box 1290, George Town, Grand Cayman, KY1-1108, Cayman Islands

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff, of c/o Kuavo Cayman Strata Management, Unit 12, Breezy Castle, 125 Owen Roberts Drive, Grand Cayman, Cayman Islands in respect of the claims set out on the next page.

Within 14 days after service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Courts Office, P.O. Box 495, George Town, Grand Cayman, KT1-1106, Cayman 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 Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein any intention to contest the proceedings, the Plaintiff may proceed with the action and judgement may be entered against you forthwith without further notice.

Issued this 18th day of July 2024.

Note this Writ may not be served later than 4 calendar months beginning with the date of original issuance unless renewed by order of the Court.

IMPORTANT

Directions for the Acknowledgement of service are given with the accompanying form.

This **WRIT AND STATEMENT OF CLAIM** was filed by Nelsons whose address for service is The Grand Pavilion, 802 West Bay Road, Grand Cayman, Cayman Islands. (Ref: CF/7055-00001)

STATEMENT OF CLAIM

1. The Plaintiff is a body corporate established pursuant to section 5 of the Strata Titles Registration Act (2013 Revision) (the "Act") and is made up of the proprietors, at any given time, of the strata lots comprising strata plan no 936 (the "Strata Plan"), being the condominium development known as The Mantras.

2. At all material times, the Defendant was and is the registered proprietor of several of the Strata lots forming part of the Strata Plan as follows:

- Unit 5 – Registration Section South Sound, Block 15E, Parcel 351H1 ("Unit 5")
- Unit 6 – Registration Section South Sound, Block 15E, Parcel 351H2 ("Unit 6")
- Unit 8 – Registration Section South Sound, Block 15E, Parcel 351H4 ("Unit 8")
- Unit 9 – Registration Section South Sound, Block 15E, Parcel 351H5 ("Unit 9")
- Unit 10 – Registration Section South Sound, Block 15E, Parcel 351H6 ("Unit 10")
- Unit 12 – Registration Section South Sound, Block 15E, Parcel 351H8 ("Unit 12")
- Unit 36 – Registration Section South Sound, Block 15E, Parcel 351H32 ("Unit 36")
- Unit 38 – Registration Section South Sound, Block 15E, Parcel 351H34 ("Unit 38")
- Unit 41 – Registration Section South Sound, Block 15E, Parcel 351H37 ("Unit 41")
- Unit 43 – Registration Section South Sound, Block 15E, Parcel 351H39 ("Unit 43")
- Unit 46 – Registration Section South Sound, Block 15E, Parcel 351H42 ("Unit 46")
- Unit 50 – Registration Section South Sound, Block 15E, Parcel 351H46 ("Unit 50")

Hereinafter referred to as "the Properties".

3. The control, management, administration, use and enjoyment of the Strata lots and common property that form part of the Strata Plan, including the Property, is regulated by its the by-laws registered against the Strata Plan (the "By-laws").

4. Pursuant to the By-laws:

16.1 A proprietor shall:

...

16.1.2 Pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his/her/their Strata lot;

16.1.3 Pay to the Corporation in advance by the fifth day of every month or within five (5) days of demand as applicable:

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16.1.3.1 *all contributions necessary to establish and maintain the fund for the Operating Budget, Reserve Fund Budget and Capital Budget levied by the Corporation pursuant to clause 6(2) of the Law;*

16.1.3.2 *his/her/their contribution to all other costs and expenses incurred by the Corporation in connection with the performance of its duties under the Law and under these By-laws calculated by reference to his/her/their Unit Entitlement;*

...

16.2 *PROVIDED ALWAYS that in the event of any such payments due under clause 16.1 are not made within five (5) days of demand:*

16.2.1 *He/she/they shall pay an administrative fee of CI\$50.00.*

16.2.2 *He/she/they shall pay a further administrative fee of CI\$50.00 for each seven (7) further days it remains up to a maximum of CI\$200.00.*

16.2.3 *If the sum remains unpaid 30 days after demand the Corporation shall be entitled, in addition to any unpaid amount that should properly have been paid and to the administrative fees levied, to simple interest on that amount (accruing on a daily basis from the final date for payment until the date of actual payment, whether before or after judgment) plus legal and collection costs, if any, on a full indemnity basis. Such interest shall be calculated at 4% per year above the United States base rate which is current at the date the payment became overdue."*

5. The Plaintiff levies the contributions that the Defendant is required to pay the Plaintiff by issuing monthly invoices to the Defendant that record the amount payable that month and any amounts that the Defendant might be in arrears.
6. Each invoice sent to the Defendant constitutes demand for payment of the amounts due pursuant to that invoice.

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7. In relation to the monthly strata fees, the Defendant is in arrears to the Plaintiff in the sum of CI\$41,624.528 in respect of the Properties, including interest due under By-law 16.2.3 (the "Debt").
8. The Defendant has breached the By-laws by failing or refusing to pay the Debt.
9. By reason of the Defendant's breach of the By-Laws the Plaintiff has suffered loss and damage and seeks to enforce its rights against the Defendant in accordance with the said By-Laws.

Particulars of Loss

10. The Plaintiff has suffered in the amount of the Debt being CI\$41,624.52 as at 23 July 2024.
11. The Plaintiff is entitled to the payment of the Debt and contributions that it levies together with interest up to the date of trial. Such loss is expected to continue to date of trial. Full and further particulars of which will be provided in advance of trial.

Legal Expenses

By reason of the Defendant's breach of the By-Laws the Plaintiff has incurred legal expenses for which the Defendant is, in accordance with Clause 16.2.3, required to pay on a full indemnity basis.

As at the date of issue of the Writ the Plaintiff has incurred the following reasonable expenses:

Professional fees and disbursements – Nelsons Attorneys-at-Law - CI\$1,638.00.

Such loss is expected to continue to date of trial. Full and further particulars of which will be provided in advance of trial.

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12. Further, the Plaintiff seeks and is entitled to interest from the date of filing this Writ until the date of judgment and post-judgment interest in accordance with clause 16.2.3 of the By-laws the particulars are set out in the tables below:

Unit 5	KYD
Statement Amount	\$6,700.96
Rate	9.50%
Start Date	1-Jul-24
End Date	23-Jul-24
No. of Days	22
Daily Rate	\$1.74
Interest since last statement	\$38.37
Due as at today's date	\$6,739.33

Unit 6	KYD
Statement Amount	\$4,767.31
Rate	9.50%
Start Date	1-Jul-24
End Date	23-Jul-24
No. of Days	22
Daily Rate	\$1.65
Interest since last statement	\$36.30
Due as at today's date	\$4,803.61

Unit 8	KYD
Statement Amount	\$3,020.94
Rate	9.50%
Start Date	1-Jul-24
End Date	23-Jul-24
No. of Days	22
Daily Rate	\$0.79
Interest since last statement	\$17.30
Due as at today's date	\$3,038.24

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Unit 9	KYD
Statement Amount	\$5,386.74
Rate	9.50%
Start Date	1-Jul-24
End Date	23-Jul-24
No. of Days	22
Daily Rate	\$1.40
Interest since last statement	\$30.84
Due as at today's date	\$5,417.58

Unit 10	KYD
Statement Amount	\$6,070.77
Rate	9.50%
Start Date	1-Jul-24
End Date	23-Jul-24
No. of Days	22
Daily Rate	\$1.58
Interest since last statement	\$34.76
Due as at today's date	\$6,105.53

Unit 12	KYD
Statement Amount	\$4,534.36
Rate	9.50%
Start Date	1-Jul-24
End Date	23-Jul-24
No. of Days	22
Daily Rate	\$1.18
Interest since last statement	\$25.96
Due as at today's date	\$4,560.32

Unit 36	KYD
Statement Amount	\$922.39
Rate	9.50%
Start Date	1-Jul-24
End Date	23-Jul-24
No. of Days	22
Daily Rate	\$0.24
Interest since last statement	\$5.28
Due as at today's date	\$927.67

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Unit 38	KYD
Statement Amount	\$918.53
Rate	9.50%
Start Date	1-Jul-24
End Date	23-Jul-24
No. of Days	22
Daily Rate	\$0.24
Interest since last statement	\$5.26
Due as at today's date	\$923.79

Unit 41	KYD
Statement Amount	\$4,585.69
Rate	9.50%
Start Date	1-Jul-24
End Date	23-Jul-24
No. of Days	22
Daily Rate	\$1.19
Interest since last statement	\$26.26
Due as at today's date	\$4,611.95

Unit 43	KYD
Statement Amount	\$918.80
Rate	9.50%
Start Date	1-Jul-24
End Date	23-Jul-24
No. of Days	22
Daily Rate	\$0.24
Interest since last statement	\$5.26
Due as at today's date	\$924.06

Unit 46	KYD
Statement Amount	\$1,227.77
Rate	9.50%
Start Date	1-Jul-24
End Date	23-Jul-24
No. of Days	22
Daily Rate	\$0.32
Interest since last statement	\$7.03
Due as at today's date	\$1,234.80

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Unit 50	KYD
Statement Amount	\$2,324.32
Rate	9.50%
Start Date	1-Jul-24
End Date	23-Jul-24
No. of Days	22
Daily Rate	\$0.60
Interest since last statement	\$13.31
Due as at today's date	\$2,337.63

11. Alternatively, the Plaintiff seeks and is entitled to interest pursuant to section 34(1) of the Judicature Act (2021 Revision) from and to such dates, and in such amounts, and at such rates, as this honourable Court thinks just.

AND THE PLAINTIFF CLAIMS:

1. CI\$41,378.58;
2. Interest on the following terms:
 - 2.1 Unit 5 - CI\$38.37 to the date of the Writ and CI\$1.74 per day from the date of the Writ to the date Judgment is entered;
 - 2.2 Unit 6 - CI\$36.30 to the date of the Writ and CI\$1.65 per day from the date of the Writ to the date Judgment is entered;
 - 2.3 Unit 8 - CI\$17.30 to the date of the Writ and CI\$0.79 per day from the date of the Writ to the date Judgment is entered;
 - 2.4 Unit 9 - CI\$30.84 to the date of the Writ and CI\$1.40 per day from the date of the Writ to the date Judgment is entered;
 - 2.5 Unit 10 - CI\$34.76 to the date of the Writ and CI\$1.58 per day from the date of the Writ to the date Judgment is entered;
 - 2.6 Unit 12 - CI\$25.96 to the date of the Writ and CI\$1.18 per day from the date of the Writ to the date Judgment is entered;
 - 2.7 Unit 36 - CI\$5.28 to the date of the Writ and CI\$0.24 per day from the date of the Writ to the date Judgment is entered;
 - 2.8 Unit 38 - CI\$5.26 to the date of the Writ and CI\$0.24 per day from the date of the Writ to the date Judgment is entered;
 - 2.9 Unit 41 - CI\$26.26 to the date of the Writ and CI\$1.19 per day from the date of the Writ to the date Judgment is entered;
 - 2.10 Unit 43 - CI\$5.26 to the date of the Writ and CI\$0.24 per day from the date of the Writ to the date Judgment is entered;

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- 2.11 Unit 46 - CI\$7.03 to the date of the Writ and CI\$0.32 per day from the date of the Writ to the date Judgment is entered;
- 2.12 Unit 50 - CI\$13.31 to the date of the Writ and CI\$0.60 per day from the date of the Writ to the date Judgment is entered.
3. Post-Judgment interest from the date of judgment until the date payment of the judgment debt in full.
4. Costs on an indemnity basis pursuant to clause 16.2.3 of the By-laws.
5. Such further and/or other relief as this honourable Court deems appropriate.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of **CI\$41,624.52** together with costs and interest, further proceedings will be stayed. The money must be paid to the Plaintiff or their Attorney.

Nelsons

Nelsons
Attorneys for the Plaintiff

Plaintiff's address for service:

Nelsons, The Grand Pavilion, 802 West Bay Road, Grand Cayman, Cayman Islands.

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AND

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DEFENDANT

ACKNOWLEDGEMENT OF SERVICE

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 Defendant's name and Address:

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

YES

NO

3. If you do not intend to contest the action, do you want time in which to pay the claim? (tick box)

YES

NO

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

Service of the Writ is acknowledged accordingly.

Defendant's Signature

Dated this _____ day of _____ 2024

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PARTICULARS OF DEFENCE

Here set out in numbered paragraphs the grounds upon which the Defendant says that they are not liable to the Plaintiff or is not liable for the full amount claimed.

Defendant's Signature

REMINDER – This form must be delivered or sent to the Courts Office, P.O. Box 495GT, George Town, Grand Cayman, within fourteen (14) days of receipt, otherwise a default judgment may be entered against you.

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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, 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.

Nelsons
The Grand Pavilion
802 West Bay Road
PO Box 30069
Grand Cayman
Ref: CF/4351-00003

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

[Empty box for defendant's attorney indorsement]

This **WRIT AND STATEMENT OF CLAIM** was filed by Nelsons whose address for service is The Grand Pavilion, 802 West Bay Road, Grand Cayman, Cayman Islands. (Ref: CF/7055-00001)

DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE

1. The accompanying form of ***Acknowledgement 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 495, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgement 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 Plaintiff 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 Acknowledgement 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 installments or otherwise.

See over for notes for guidance

NOTES FOR GUIDANCE

1. Each Defendant (if there are more than one) is required to complete an Acknowledgement of Service and return it to the Court's 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 authorized to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on his 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.