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IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2025

BETWEEN:

WIEKERT WEBER AND MARGOT DOMMISSE-WEBER

PLAINTIFFS

AND:

AURA WELLNESS DEVELOPMENTS LTD
OASIS BEACH BAY DEVELOPMENTS

DEFENDANTS

WRIT OF SUMMONS

TO: Aura Wellness Developments Ltd Oasis Beach Bay Developments and Oasis Beach Bay Developments, c/o Mc Grath Tonner P.O. Box 446 5th Floor Genesis Building, Genesis Close George Town Cayman Islands KY1-1104 ("the Vendor").

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiffs in respect of the claim 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 Court Office, PO Box 495, George Town, Grand Cayman, 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 Plaintiffs may proceed with the action and judgment may be entered against you forthwith without further notice.

This Writ of Summons was issued by Wiekert Weber and Margot Dommisse-Weber, the Plaintiffs herein whose address for service is 167 Jennifer Drive, P.O. Box 31106, Grand Cayman KY1-1205.

ISSUED this 30 of May 2025

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 Acknowledgement of Service are given with the accompanying form.

This Writ of Summons was issued by Wiekert Weber and Margot Dommisse-Weber, the Plaintiffs herein whose address for service is 167 Jennifer Drive, P.O. Box 31106, Grand Cayman KY1-1205.

STATEMENT OF CLAIM

1. The Plaintiffs reside at 167 Jennifer Drive, George Town, Grand Cayman.

2. The First Defendant and Second Defendant (together the "Defendants") are and were at all material times ordinary resident companies registered in the Cayman Islands.

3. The First Defendant was at all material times the registered owner under the Registered Land Act (2018 Revision) of Block 38C Parcel 72 located in Grand Cayman.

   3.1 The Plaintiffs contracted with both Defendants in accordance with the terms of a sale and purchase agreement dated 2 January 2020 (the "Sale and Purchase Agreement") and a Development Agreement ("the Development Agreement") for the Plaintiffs to purchase Lot No. 33 from the First Defendant and for the Second Defendant to construct a dwelling, Unit 501, thereon.

   3.2 The purchase price of Lot No. 33 was $232,500; a deposit of $11,625 was payable by the Plaintiffs to the Second Defendant upon execution of the agreement and the balance of $11,625 was payable on or before the completion date and the Land Transfer to the Plaintiffs.

   3.3 In the event that the Second Defendant had not completed construction of Unit 501 in accordance with the Development Agreement by 30 June 2022, either party could by notice in writing rescind the agreement and the Plaintiffs would be entitled to a refund of all monies paid under the agreement and the contract terminated.

4. The terms of the Development Agreement were:

   4.1 The Second Defendant agreed to develop Unit 501 on Lot No. 33 at the contract price of $232,500. The initial deposit of $11,625 was to be paid on execution of the agreement and a further deposit of $11,625 was due on 15 January 2020. The balance was due on the completion date.

   4.2 In the event that the Second Defendant had not completed construction of Unit 501 by the agreed date, either party could by notice in writing rescind the

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agreement whereupon the Plaintiffs would be entitled to the return of all funds paid under the agreement and the deposits under the Development Agreement, totaling $23,250.

5. The Plaintiffs, paid the deposit monies to REMAX for the Second Defendant, under the Purchase Agreement and the additional deposits under the Development Agreement, totaling $23,250.

6. The Second Defendant failed to perform its contractual obligations under the Development Agreement and to complete the construction of the Plaintiffs' designated unit.

7. On 14 July 2023 the Plaintiffs and the Defendants executed a settlement agreement (**"The First Settlement Agreement"**) in respect of the Purchase and Development Agreements whereby the Defendants agreed to pay the Plaintiffs $5,000 by midnight on 28 July 2023 and $18,250 by midnight on 20 September 2023, totaling $23,250.

8. The Defendants paid $5,000 in accordance with the First Settlement Agreement and they failed to pay the second instalment of $18,250 in accordance with the First Settlement Agreement and ignored various requests to do so.

9. On 8 June 2024 the Plaintiffs and the Defendants executed a settlement agreement (**"The Second Settlement Agreement"**) in respect of the Purchase and Development Agreements whereby the Defendants agreed to pay the Plaintiffs $1,825 on 12 July 2024, $3,650 on 30 August 2024, and $12,775 on 31 October 2024, totaling $18,250.

10. The Defendants failed to pay the first installment of $1,825 on 12 July 2024 in accordance with the Second Settlement Agreement.

11. On 31 July 2024 the Defendants notified the Plaintiffs that instead of the three installment payments described in the Second Settlement Agreement, a single lump sum payment some time between 16 August 2024 and 30 August 2024 would be made to repay the outstanding money owed. A further sum of $500 would be made as an acknowledgement that there had been no material breach of the Second Settlement Agreement

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12. The Defendants failed to make any payment due the 30 August 2024 in breach of the Second Settlement Agreement.

13. The additional amount due under The Second Settlement Agreement and the First Settlement Agreement were not paid.

14. The Plaintiffs have suffered anxiety and distress because of the Defendants failure to refund their deposit and compensate their losses arising from the Defendant's breach of contract which is ongoing.

14.1 The Defendants are controlled by Jan Gupta who has caused the Defendants to enter into the First Settlement Agreement and the Second Settlement Agreement in the knowledge that the Defendants are not willing or able to make payments to the Plaintiffs as agreed, and/or with the intent of deceiving the Plaintiffs into believing that they will be repaid on time. Alternatively, Jan Gupta on behalf of the Defendants has made the said agreements and communications 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 Plaintiffs to delay taking legal action to recover the debt due; and

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

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

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AND THE PLAINTIFFS CLAIMS AGAINST THE DEFENDANTS:

15. The amount of $18,250 as refund of their deposit and all payments made by them to the Defendants;

16. Interest accrued on the deposit withheld by the Defendants from the date of payment;

17. Payment of $500 in accordance with various Settlement Agreements;

18. Damages for breach of contract, financial loss and loss of opportunity to be quantified;

19. Damages for emotional distress and anxiety;

20. Costs; and such further and/or other relief as this Honourable Court deems appropriate.

If, within the time limited for returning the Acknowledgement of Service the Defendants pay the amount claimed along with agreed compensation and legal costs to the Plaintiffs or its attorney's further proceedings will be stayed.

Dated the 30 of May 2025

_____

TO: The Clerk of the Court

AND TO: AURA WELLNESS DEVELOPMENTS LTD

OASIS BEACH BAY DEVELOPMENTS

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ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS

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

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execution against any judgment entered by the Plaintiffs (tick box)

yes no

Service of the Writ is acknowledged accordingly

(Signed).....

Attorney for

Please complete overleaf

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

Wiekert Weber and Margot Dommisse-Weber
167 Jennifer Drive, George Town, Grand Cayman.

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

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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, P.O. Box 495, George Town, Grand Cayman KY1-1106.

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 Plaintiffs (or on the Plaintiffs 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. 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 over for notes for guidance

Please complete overleaf

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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.

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