



IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CIVIL DIVISION

CAUSE No. S 0115 OF 2025

BETWEEN NorDania Stewart PLAINTIFF

AND Concept Ltd. DEFENDANT

PLAINT

To the Defendant

Concept Ltd.
P.O. Box 205

Grand Cayman
Cayman Islands
KY1 - 1301

THIS PLAINT 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 service of this Complaint 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 KY1-1106, Cayman Islands, the accompanying Acknowledgment of Service form stating therein whether you intend to contest this action. If you intend to defend the action, in whole or in part, you must set out full particulars of your defence in the space provided in the Acknowledgement of Service form.

If you fail to satisfy the claim or fail to return the Acknowledgement of Service form containing full particulars of your defence, the Plaintiff may apply for a Default Judgment without any further notice to you.

Issued this 5 day of August 2025

See overleaf for particulars of the Plaintiff's claim.

This **PLAINT** is filed by the Plaintiff, **NorDania Stewart** as a litigant-in-person whose address for service is 292 Shamrock Road, Appt 4, George Town, Grand Cayman, Cayman Islands, KY1 - 1009

PARTICULARS OF CLAIM

The Plaintiff, NorDania Stewart, is a young Caymanian seeking to purchase her first home. In early 2024, she entered negotiations to purchase a unit in the Morganville residential development.

On or about 31 May 2024, the Plaintiff and the Defendant, Concept Ltd., entered into a written Agreement for Sale for the purchase of a residential strata lot at Morganville for the total sum of CI\$289,000.00. A deposit of CI\$14,450.00 (5% of the purchase price) was paid by the Plaintiff and held by the Defendant's real estate agent, Kuavo Limited. (Exhibit 1)

The Agreement was subject to several conditions, including the issuance of a Certificate of Occupancy (CO), a key requirement for completion. As of the date of this claim, more than one year after execution, the Defendant has failed to satisfy this condition.

On 9 June 2025, the Plaintiff issued a formal Notice to Complete pursuant to Clause 16 of the Agreement, requiring the Defendant to complete the sale within seven (7) days. The Defendant's real estate representative, Mr. Howard of Kuavo Limited, confirmed receipt of the notice. (Exhibit 2)

The Defendant failed to complete the transaction within the required timeframe and has provided no valid justification for the delay. Mr. Howard attempted to follow up with Mitzi Callan, a representative of the Defendant, but reported that she was largely unresponsive. When she did respond, she stated that she was "not returning the deposit" and gave no further explanation.

Mr. Howard acknowledged that the Defendant was in breach of the Agreement, and that the CO condition remained unfulfilled. He also confirmed that the deposit is still being held by Kuavo, and has not been transferred to the Defendant. However, Mr. Howard further advised that he cannot return the deposit to the Plaintiff unless he receives written authorisation from the Defendant, which she has refused to provide, despite repeated requests.

The Plaintiff is therefore in a position where the deposit remains in escrow with Kuavo, but cannot be refunded due to the Defendant's refusal to authorise its release — even though the contract has been lawfully terminated by the Plaintiff in accordance with its terms.

Pursuant to Clause 16.4 of the Agreement, the Plaintiff exercised the right to terminate the Agreement and demanded a refund of the deposit together with any accrued interest. Despite this, the Defendant has refused to return the deposit or provide any legal basis for withholding it.

The Plaintiff has made every reasonable effort to resolve this matter amicably, including direct written requests and communication through the realtor. The Defendant has been persistently unresponsive, not only during this dispute but throughout the 13+ month period of delays, repeatedly failing to provide updates on the issuance of the CO or the status of the property to the Plaintiff, her realtor representative at Property Cayman, and Mr. Howard of

This **PLAINT** is filed by the Plaintiff, **NorDania Stewart** as a litigant-in-person whose address for service is 292 Shamrock Road, Appt 4, George Town, Grand Cayman, Cayman Islands, KY1 - 1009

Kuavo.

The Plaintiff has incurred \$350 thus far in legal costs in pursuing recovery of her deposit and now seeks reimbursement of those costs, together with the full return of the CI\$14,450.00 deposit, any interest accrued, and court costs.

The Plaintiff respectfully notes that the Defendant's prolonged failure to release the deposit has caused unnecessary financial strain. The Plaintiff is independently purchasing her first home and has since found an alternative property. As a result of the Defendant's refusal to release her deposit, the Plaintiff has been forced to pay two deposits concurrently, which has significantly impacted her ability to furnish and move into her new residence. The Plaintiff brings this claim not only to recover the money that is contractually owed to her, but also to resolve an ongoing and unfair financial hardship created by the Defendant's inaction.

AND THE PLAINTIFF CLAIMS:

1. Principal of \$ **14, 800** ;
 2. Simple interest of \$ **The prescribed rate** on
the principal claimed at the prescribed rate pursuant to the *Judgment Debts (Rates of Interest) Rules (2021 Revision)* calculated from the **9th June 2025**
when the cause of action arose/when the principal was demanded to the day the Plaint was filed ;
 3. Per diem of \$;
from the date the Plaint was filed to the date judgment is entered ;
 4. Post-judgment interest from the date judgment is given until the date the judgment debt is paid
in full ;
 5. Filing Fee \$ 25.00 ;
 6. Fixed Cost \$ 150.00 ;
 7. Bailiff Fees \$;
- or, in the alternative,
8. Costs to be assessed ; and
 9. Such other relief as this Honorable Court sees fit.

NorDania Stewart

Insert Name of Plaintiff

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CIVIL DIVISION

CAUSE No. S 0115 OF 2025

BETWEEN NorDania Stewart PLAINTIFF
AND Concept Ltd. DEFENDANT

DOCUMENTS IN SUPPORT OF PLAINT

This bundle of documents is referred to as ‘EXHIBIT–1’ and ‘EXHIBIT–2’ in the Plaint of NorDania Stewart.

Exhibit	Page No.	Name of Document
1	8	Morganville Developer’s Contract Sale Agreement
2	All	Notice to complete- email thread

The 5th day of August 2025

NorDania Stewart

Insert Name of Plaintiff

This PLAINT is filed by the Plaintiff, NorDania Stewart as a litigant-in-person whose address for service is 292 Shamrock Road, Appt 4, George Town, Grand Cayman, Cayman Islands, KY1 - 1009

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CIVIL DIVISION

CAUSE No. S 0115 OF 2025

BETWEEN NorDania Stewart PLAINTIFF
AND Concept Ltd. 1st DEFENDANT

ACKNOWLEDGEMENT OF SERVICE

1. State the Defendant's name and address,
Concept Ltd.
P.O. Box 205

Grand Cayman
Cayman Islands
KY1 -1301
2. State whether the Defendant intends to contest the action.
☐ Yes ☐ No
3. If you do not intend to contest the action, do you want time in which to pay the claim?
☐ Yes ☐ No
4. If you do intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf.

Service of the **Plaint** is acknowledged accordingly

Defendant's Signature

Dated this day of 2025.

See Overleaf

PARTICULARS OF DEFENCE

*[Here set out in **numbered paragraphs** the grounds upon which the Defendant says that he is not liable to the Plaintiff, or is not liable for the full amount claimed]*

Defendant's Signature

REMINDER

This form must be taken or sent to the Court Office, P.O. Box 495 GT, George Town, Grand Cayman within **14 days** of receipt otherwise a Default Judgment may be entered against you.

Exhibit 1- Morganville Developer's Contract

THIS AGREEMENT is made the 31st day of May 2024.

BETWEEN: Concept Ltd. of P.O. Box 205, Grand Cayman KY1-1301 (hereinafter called "the Vendor")

AND: Nordania Danilee Nefertari Stewart of 11731 1009
P.O. Box in title (hereinafter called "the Purchaser") APO KY1- or assignees, nominees and successors

WHEREAS:

- A. The Vendor is the registered proprietor of all that parcel of land described in the Land Registry of the Cayman Islands as Registration Section West Bay North West, Block 4B, Parcel 281 located in West Bay, Grand Cayman, Cayman Islands (hereinafter "the Property") on which the Vendor is constructing or cause to be constructed a strata development which shall contain of the Strata Lot in accordance with the Construction Specifications.
- B. The Vendor will:
 - i. complete the construction the Strata Lot; and
 - ii. register a Strata Plan against the Property,in each case, pursuant to the terms of this Agreement.
- C. The Vendor has agreed to sell and the Purchaser has agreed to purchase the Strata Lot on the terms and conditions contained herein.

NOW IT IS HEREBY AGREED as follows:

1 Definitions and Interpretation

In this Agreement:

1.1 Unless the context requires otherwise:-

"Building"	means the building in which the Strata Lot is to be constructed.
"Certificate"	means the Certificate of Fitness For Occupancy ("CO") issued in respect of the Strata Lot or the Building issued by the Central Planning Authority.
"Chattels"	means the items of furniture, fixtures, fittings and other contents, which shall be sold with the Strata Lot, which shall be detailed in an inventory and provided by the Vendor to the Purchaser on or before the Completion Date.
"Construction Specifications"	mean the specifications listed in Schedule I to this Agreement.
"Completion"	means the completion of the sale of the Strata Lot pursuant to this Agreement at which time the Vendor and Purchaser shall exchange the Completion Documents.
"Completion Date"	means on or before fifteen (15) days following the Vendor notifying the Purchaser as soon as reasonably practicable following the date on which it determines, acting reasonably and in good

Agreement for Sale – Morganville

faith, that the following events have all occurred and/or are then currently in effect ("Notice to Complete"):

- i) construction of the Strata Lot is substantially completed in accordance with the Construction Specifications;
- ii) installation of the Chattels within the Strata Lot having been completed;
- iii) the Strata Plan and the By-Laws have been registered against the Property, and written confirmation of the same has been provided to the Purchaser or the Purchaser's Attorney;
- iv) the Vendor has received a copy of the Register in respect of the Strata Lot and written confirmation of the same has been provided to the Purchaser or the Purchaser's Attorneys; and
- v) the Vendor has received the Certificate;

"Completion Documents"

mean:

- a. Duly executed Transfer of Land forms;
- b. Discharge of Charge forms, as may be applicable, discharging charges registered against title to the Strata Lot, together with the stamp duty and registration fees associated with registration of the Discharge of Charge forms;
- c. The Certificate;
- d. The Strata By-Laws;
- e. The Insurance certificate in respect of the Development; and
- f. The following corporate documents in respect of the Vendor:
 - i. Register of Directors and Officers;
 - ii. Resolution authorising the sale of the Strata Lot; and
 - iii. Certificate of Good Standing issued by the General Registry.

"Completion Notice"

means a notice served under Clause 16 hereof.

"the Deposit"

means the sum paid by the Purchaser in accordance with Clause 3.

"the Development"

means the strata development known as "Morganville" which to be constructed on the Property.

"Dollars" or "\$"

means Cayman Islands Dollars.

"Force Majeure"

means any of the following events or circumstances which, in the opinion of the Vendor (acting reasonably and in good faith) directly or indirectly adversely affect any part of the Development, whether arising from natural causes, human agency or otherwise beyond the reasonable control of the Vendor:

- (i) acts of God or the King's enemies, fire, explosion, lightning, storm, hurricane, flood, bursting or overflowing of water tanks, apparatus or pipes, ionising radiation, earthquakes, riot and civil commotion, an act or acts of terrorism, perils of the sea, tidal wave, sea water damage, drought, war, sabotage, accident, embargo, shortage of labour or materials, economic recession or government moratorium;
- (ii) failure by any utility supplier, statutory authority or other like body to carry out works or provide services;
- (iii) any accidental loss or damage to the Strata Lot or any infrastructure servicing it;
- (iv) any failure or shortage of power, fuel or transport;
- (v) any blockade or embargo;
- (vi) any official or unofficial strike, lockout, go slow or other dispute;
- (vii) any other event beyond the reasonable control of the Vendor; and/or
- (viii) any government certification or inspection delays exceeding seven (7) days that could not have been ordinarily foreseen.

"the Land Register"

means the relevant Land Register relating to the Strata Lot.

"the Land Registry"

means the Cayman Islands Land Registry.

"the Law"

means the Registered Land Act (2018 Revision).

"Longstop Date"

means the 30th September 2024 or such other date as is agreed between the parties or results from a suspension of the running of time caused by a Force Majeure event.

"Purchase Price"

means the sum of C\$289,000.00

"the Purchaser's Attorneys-at-Law"

means

"Strata Corporation"

means the strata corporation which shall be created pursuant to the Strata Titles Registration Act (2013 Revision) upon completion of registration of the Strata Plan.

"Strata Plan"

means the plan to be registered pursuant to the Strata Titles Registration Act (2013 Revision) in respect of the Development.

"Strata Lot"

means the lot which is shown for identification purposes only, on the plan set out in Schedule II to this Agreement.

"the Vendor's Attorneys-at-Law"

means Hampson and Company.

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- 1.2 Where the context so admits the expressions “the Vendor” and “the Purchaser” include the personal representatives of the Vendor and the Purchaser and “the Purchaser” shall include any successors in title, nominees, or assigns of the Purchaser whatsoever.
- 1.3 Where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons.
- 1.4 Words importing person in one gender only shall include the other and words importing the singular number only shall include the plural and vice versa.
- 1.5 Words importing persons shall include companies and associations or bodies of persons whether corporate or unincorporated.
- 1.6 References to clauses, schedules and annexes are references to clauses of, schedules to and annexes to this Agreement.
- 1.7 References to laws are, unless otherwise specified, references to laws of the Cayman Islands, and include any modifications or re-enactments thereof and any regulations promulgated thereunder for the time being in force.
- 1.8 Clause headings are for convenience only and shall not affect the construction of this Agreement.
- 1.9 References to “this Agreement” or to any other document are references to this Agreement or, as the case may be, such document as from time to time amended, supplemented or restated.

2. Agreement for Sale

The Vendor shall sell and the Purchaser shall purchase the Strata Lot and the Chattels, together with all rights and appurtenances thereto at the Purchase Price.

3. Purchase Price

- 3.1 The Purchase Price shall be paid by the Purchaser to the Vendor’s Broker as follows:
 - 3.1.1 a deposit of C\$14,450.00 (“the Deposit”), equaling 5% of the Purchase Price, shall be paid to the Vendor’s Real Estate Agents, Kuavo Limited on the execution of the standard Cayman Islands Real Estate Brokers Association (“CIREBA”) Offer to Purchase, which Deposit shall be held by Kuavo Limited as agents for the Vendor, pending Completion;
 - 3.1.2 the Balance of the Purchase Price, namely C\$274,550.00, shall be paid by the Purchaser to the Vendor on the Completion Date.
- 3.2 Each payment in respect of the Purchase Price shall be made in Dollars by means of a banker’s draft drawn on a Class A Licensed Bank in the Cayman Islands or by wire transfer or in other freely available funds acceptable to the Vendor and shall be made without set-off, deduction or withholdings whatsoever.
- 3.3 In the event that any monies payable hereunder are paid by cheque none of the rights and obligations created hereby shall have effect until such cheque has been cleared in the Cayman Islands.
- 3.4 The Deposit will become non-refundable upon waiving of all conditions specified within ‘Addendum A – conditions to purchase’ in the CIREBA Offer to Purchase, dated 13th May 2024.

Agreement for Sale – Morganville

4. Completion

4.1 Completion of the sale of the Property shall take place on the Completion Date at the offices of the Vendor's Attorneys-at-Law.

4.2 At Completion in exchange for payment of the Balance of the Purchase Price (plus any adjustments as may be applicable) and of all monies payable pursuant to this Agreement, the Vendor shall deliver to the Purchaser the Completion Documents to enable the Purchaser to take absolute unencumbered title to the Property and the Chattels, subject to the terms of this Agreement.

5. Possession

The Strata Lot will be sold with vacant possession and will be free of all encumbrances on the Completion Date.

6. Title

6.1 Title to the Property is registered at the Land Registry, with absolute title and the Purchaser shall take title thereto subject to the provisions of the Law free of any charge, lease or tenancy or licence, caution, inhibition or restriction (as defined in the Law).

6.2 The Vendor is the registered proprietor of the Property on which the Vendor has commenced construction of the Development and intends to register the Strata Plan.

7. Chattels

Title to the Chattels shall pass to the Purchaser at the date and delivery thereof. The Vendor warrants to the Purchaser that the Chattels belong to the Vendor absolutely and that the same are not and will not at the time of delivery to the Purchaser be subject to any hire purchase or credit sale agreement or any charge, mortgage or incumbrance of any kind.

8. Incumbrances

8.1 The Property is sold subject to and, (where appropriate) with the benefit of, the matters contained or referred to in the Land Register.

8.2 The Purchaser having reviewed a copy of the Land Register prior to the date of this Agreement shall be deemed to purchase with full notice and knowledge of the same and shall not raise any requisition or make any objection in relation to matters contained in the Land Register.

8.3 The Purchaser agrees that the Property shall be sold and that they shall take title thereto and possession thereof subject to the provisions of the Strata Titles Registration Act (2013 Revision) ("the Strata Act") as amended from time to time in general and in particular to:-

8.3.1 the Strata Plan and the registered By-Laws of the Proprietors of said Strata Plan ("the Strata Corporation") as the same may be amended from time to time;

8.3.2 the unit entitlement of the Strata Lot (as defined in the Strata Act) and all other matters from time to time contained in or endorsed upon or annexed to the Strata Plan;

8.3.3 all easements including those for support, shelter and services and all other rights and liabilities expressed or implied in favour of or against a Strata Lot proprietor or a Strata Lot by virtue of law, equity, statute or otherwise;

8.3.4 all encumbrances, restrictions, appurtenances and entries entered on the Land Register to the Strata Lot; and

Agreement for Sale – Morganville

8.3.5 all restrictions directing the use of the Strata Lot that may be imposed by the Vendor or by virtue of law, equity, statute or otherwise.

9. Overriding Interests

The Vendor is not aware of the existence of any of the matters which are by Section 28 of the Law declared to be overriding interests and the Purchaser takes the Strata Lot subject to all such matters (if any) as are now subsisting.

10. Description

The Strata Lot is hereby taken to be correctly described and the Purchaser shall admit to the identity thereof with that comprised in the title offered hereunder by the Vendor and no error or misdescription thereof unless material shall invalidate this Agreement or be founded on by the Purchaser in any way.

11. Use

The Purchaser acknowledges that they have had every opportunity of ascertaining for what purposes the Strata Lot may be used and the Strata Lot is sold for use for such purposes as it may be lawfully used and subject as aforesaid the Vendor is hereby expressly exempted from all liability arising from the fact that it cannot for any reason whatsoever be used for any particular purpose.

12. Caution and Stay of Registration

12.1 The Purchaser shall, upon the a Register in respect of the Strata Lot being opened in the Land Registry of the Cayman Islands, be entitled to lodge a caution pursuant to the Law on the Land Register to the Strata Lot but the Purchaser hereby authorises and direct the Registrar of Lands to remove such caution in the event of rescission or other termination of this Agreement pursuant to the terms hereof.

12.2 Notwithstanding anything contained in this Agreement the Purchaser:

12.2.1 shall not lodge a caution on the Land Register for the Strata Lot prior to delivery of a Notice to Complete; and

12.2.2 shall not lodge a caution on any land register for any other part of the Development,

and the Purchaser hereby authorises and directs the Registrar of Lands to remove any caution lodged in breach of this clause 12 and shall at its own cost perform all such actions as are required by the Registrar of Lands to withdraw any such caution lodged in breach of this clause 12.

12.3 The Vendor will, at the request of the Purchaser made after delivery of the Notice to Complete, provide a written authority to apply for an official search and consent to stay of registration with respect to the Land Register for the Strata Lot.

13. Purchaser's Representations and Warranties

The Purchaser represents and warrants that:

13.1 The Purchaser has made the necessary enquiries before entering into this Agreement and is satisfied with said enquiries;

13.2 Has not relied upon or been induced to enter into this Agreement by any statement, promise, response, representation, guarantee, warranty and/or agreement (whether oral or written) relating to the Strata Lot, the Property or the Development made (or purported to be made) to anyone by or on behalf of the Vendor or by anyone else acting or purporting to act on behalf of the Vendor, except as and only to the extent specifically set out in this Agreement;

Agreement for Sale – Morganville

- 13.3 acknowledges that except as expressly included in this Agreement, the Vendor has made no representation or warranty as to the state and condition of the Strata Lot and/or as to the fitness thereof for any particular or special purpose;
- 13.4 acknowledges and agrees that there have been no representations, warranties, covenants, guarantees, promises or agreements on the part of the Vendor or any real estate agent, broker or any other person representing the Vendor or purporting to do so which have induced the Purchaser to enter into this Agreement or to purchase the Strata Lot; and
- 13.5 has no claim whatsoever against any person other than the Vendor as a result of any matter arising out of, under and/or in respect of this Agreement.
14. Construction
- 14.1 The Vendor warrants that the construction of the Strata Lot shall be free from any defects in workmanship or materials required or permitted by the plans and specifications and are of a standard required by the Planning Department of the Cayman Islands and Construction Specifications. , PROVIDED ALWAYS that the Vendor shall be permitted to make reasonable modifications under Planning Permission and Construction Specifications:
- 14.1.1 as may be required by the Cayman Islands Central Planning Authority or other competent authority or body in connection with the necessary consents or pursuant to any applicable laws, regulations, orders, directions or guidelines having legal effect; and/or provided that such modifications do not materially affect the size, structure or design of the Strata Lot; and/or
- 14.1.2 as, in its absolute discretion, it deems reasonable, necessary or desirable; provided that such variations and/or modifications thereto do not have a material detrimental effect on the appearance, layout, floor area or structure of the Strata Lot and/or on the Purchaser's access to the Strata Lot.
15. Closing Costs
- 15.1 The Purchaser shall pay the stamp duty on the transfer of the Strata Lot.
- 15.2 The Purchaser shall pay the stamp duty on this Agreement, any assignment hereof and also on any other documents as may be applicable to the Purchaser's purchase of the Strata Lot (such as a Charge).
- 15.3 The Purchaser shall pay all registration filing and recording fees on the transfer of the Strata Lot.
- 15.3 Each party shall be responsible for the legal fees of any attorney-at-law employed by them and other costs and disbursements incurred by them or on their behalf in connection herewith.
16. Failure to Complete
- 16.1 If the sale shall not be completed on the Completion Date either party, being then ready, able and willing to complete, may after that date serve on the other party notice to complete the transaction (a "Completion Notice"). A party shall be deemed to be ready, able and willing to complete if he could do so but for some default or omission of the other party.
- 16.2 Upon service of a Completion Notice it shall become a term of this Agreement that the transaction shall be completed within 7 days of service.
- 16.3 If the Purchaser does not comply with a Completion Notice:-
- 13.3.1 the Purchaser shall forthwith return all documents delivered to the Purchaser by the Vendor and at the Purchaser's own expense produce the cancellation of any entry relating to this Agreement in the Land Register; and

- 13.3.2 the Deposit paid pursuant to Clause 3.1.1 together with any interest accrued thereon shall be forfeited to the Vendor as liquidated damages, and this Agreement shall have no further effect.
- 16.4 If the Vendor does not comply with a Completion Notice, without prejudice to any other remedies available to the Purchaser (including but not limited to specific performance), the Purchaser may at the Purchaser's option give notice to the Vendor forthwith to repay within seven (7) days of notice to the Purchaser the Deposit together with any interest accrued thereon and upon receipt of the same this Agreement shall have no further effect, and the Purchaser shall forthwith return all documents delivered to the Purchaser by the Vendor and procure the cancellation of any entry relating to this Agreement in the Land Register.
- 16.5 Where after service of a Completion Notice the time for Completion shall have been extended by agreement or implication, either party may again invoke the provisions of this condition.
- 16.6 In addition to any other remedies available to the Vendor in the event that the Purchaser delays in making payment of the final balance of the Purchase Price on the date fixed for such payment hereunder the Vendor shall be entitled to accept late payment.
17. Defects Liability
- 17.1 The Vendor warrants to the Purchaser that the construction of the Strata Lot shall be free from any defects in workmanship or materials required or permitted by the plans and specifications and are of a standard required by the Planning Permission and Construction Specification (other than those caused by misuse or mistreatment by the Owner or the Owner's invitees) for a period of six (6) months with effect from the date of issuance of the Certificate of Fitness for Occupancy. In the event of any such defect, the Vendor will (at its expense) cause the same to be remediated with reasonable promptness (in any event, acknowledged within 7 days) after being notified of the same in writing by the Owner, provided:
- 17.1.1 the Purchaser shall allow the Vendor or its representatives prompt access to the Strata Lot for correction of warranty items and failure of Purchaser to do so shall relieve the Vendor of the obligation to complete such items;
- 17.1.2 this warranty excludes damage or defects caused by abuse, improper or insufficient maintenance or improper operation by Purchaser, its agents, or licensees, and Strata Lot's occupants or visitors, modifications or construction by Purchaser, its agents or licensees, and Strata Lot's occupants or visitors, or wear and tear under normal usage;
- 17.1.3 all claims under this warranty shall be made in writing to Developer within fourteen (14) days after Purchaser's discovery of the defect and within the six (6) months' warranty period;
- 17.1.4 the claim shall identify the purported defect with reasonable specificity; and
- 17.1.5 the liability of the Vendor shall include the replacement or repair of the defect but not the consequential damages or loss of use resulting from the defect.
- 17.2 This warranty does not extend to any chattels or to any tangible personal property in the Strata Lot, including appliances, water heaters, cable television or security systems, or any work by Vendor employed directly by the Purchaser or its agents, but any transferable warranties of manufacturers for such tangible personal property shall be deemed to be assigned to the Purchaser and enforceable by the Purchaser or the Vendor, to the extent permitted by Law.
18. Interest on late payments
- In addition to any other remedies available to the Developer, in the event that the Owner delays in making payment of any installment payable hereunder or the final balance of the Development Price on the date fixed for such payment hereunder the Developer shall be entitled to charge interest on the late installment or the balance of the Development Price unpaid as the case may be until the date of payment at the rate of three per centum (3%) per annum above the Prime Lending rate for Dollars calculated on a daily basis.

Agreement for Sale – Morganville

19. Purchaser's Financing
Subject to the Purchaser securing financing from a Class A bank within the Cayman Islands on or before 24th June 2024 In the event the Purchaser does not secure financing the deposit will be returned within 3 business days.
20. Force Majeure
- 20.1 As soon as reasonably practicable following the occurrence of a Force Majeure event the Vendor shall notify the other parties in writing, following which the parties' obligations under this Agreement shall be suspended for so long as such Force Majeure Event continues (as determined by the Vendor, acting reasonably and in good faith).
- 20.2 If, in the opinion of the Vendor (acting reasonably and in good faith), a Force Majeure Event is continuing or is likely to continue for a period more than sixty (60) days, the Vendor may terminate this Agreement and the Development Agreement on written notice to the Purchaser whereupon the Vendor shall refund to the Purchaser any amounts paid by the Purchaser to the Vendor under this Agreement without interest within 15 days of such notice and the Purchaser shall accept the same in full satisfaction of all claims under this Agreement, and upon receipt of such monies this Agreement shall be automatically terminated and the Vendor and the Purchaser shall have no further rights of action or claim of any nature against each other in connection with this Agreement.
21. Merger on Completion
The provisions of this Agreement shall not merge on Completion of the transfer of the Strata Lot so far as they remain to be performed.
22. Entire Agreement
The Purchaser admits that:
- 22.1 they have inspected the Strata Lot and purchase it with full knowledge of its actual state and condition and shall take the Strata Lot as it stands;
- 22.2 they have entered into this Agreement solely as a result of their own inspection and on the basis of the terms of this Agreement and not in reliance upon any representation or warranty written or oral or implied made by or on behalf of the Vendor;
- 22.3 this Agreement contains the entire agreement between the parties.
23. Notices
Any notice or communication under or in connection with this Agreement shall be in writing and shall be delivered by email:
To the Vendor's Attorneys-at-Law:- Hampson and Company
To the Purchaser's Attorneys-at-Law at:-
or at such other address as the recipient may have notified to the other party in writing.
24. No Waiver of Terms
In the absence of an express written agreement to the contrary, no neglect, omission or forbearance on the part of either party to take advantage of or enforce any right or remedy arising out of any breach or non-observance of any of the terms and conditions contained or implied herein shall be deemed to be or operate as a general waiver of such term and condition or the right to enforce or take advantage of the same in respect of any breach or non-observance thereof either original or recurring.

Agreement for Sale – Morganville

25. Assignment

The Purchaser shall not assign this Agreement without the consent of the Vendor, which consent shall not be unreasonably withheld.

26. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Cayman Islands and the parties hereby submit to the exclusive jurisdiction of the courts of the Cayman Islands.

27. Apportionment

27.1 The Vendor shall be responsible for all outgoings in respect of the Strata Lot up to the actual date of Completion and the Purchaser will be responsible therefor from the actual date of Completion, and the amounts so due will be adjusted and compensating payments made between parties on the actual date of Completion.

27.3 In the event that the Vendor has prepaid the premiums for an insurance policy in respect of the Building and the Strata Lot and which insurance policy expires after the Completion Date, the Purchaser shall reimburse the Vendor for the prorated premium from the Completion Date to the expiry date of the insurance policy.

28. Time of the Essence

Time shall in all respects be of the essence of this Agreement and each and every part hereof.

29. Counterparts and Special Conditions

This Agreement may be executed in more than one counterpart, each of which shall be deemed to constitute an original, and shall become effective when one or more counterparts have been signed by all of the parties hereto and such a counterpart (so signed) has been delivered to both the Vendor (or the Vendor's Attorneys-at-Law) and the Purchaser (or the Purchaser's Attorneys-at-Law). An executed counterpart of this Agreement delivered by email shall be as effective as a manually executed and delivered counterpart of this Agreement.

30. Risk

Notwithstanding any rule of law risk in the Strata Lot shall not pass to the Purchaser until Completion. The Strata Lot, and any buildings on the Property, shall remain at the risk of the Vendor until Completion and all insurance policies and the proceeds thereof will be held on trust for the parties as their interests may appear.

31. Excluding Third Party Rights

A person who is not or a company that is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act (2014 Revision) to enforce any term of this Agreement.

32. Real Estate Commission

The Vendor shall be responsible any real estate commission due to any agent in relation to the sale of the Strata Lot.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as a deed the day and year first above written.

Agreement for Sale – Morganville

EXECUTED as a Deed by
[] Concept Limited
in the presence of:-



Witness

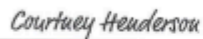
Name: Danielle Robson

Occupation: Realtor

Address: U12 Breezy Castle, 125 Owen Roberts Drive Grand Cayman, Cayman Islands


Mitzi Callan (Jun 18, 2024 10:08 CDT)

EXECUTED as a Deed by
[Nordania Danilee Nefertari Stewart]
in the presence of:-



Witness

Name: Courtney Henderson

Occupation: Real Estate Agent

Address: Property Cayman 51 Fort Street



MVille Developers Contract Sale Agreement #25

Final Audit Report

2024-06-18

Created:	2024-06-15
By:	Danielle Robson (danielle@kuavo.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmn66iXNbwVHsossdTJNhp6laGsGcRDZU

"MVille Developers Contract Sale Agreement #25" History

-  Document created by Danielle Robson (danielle@kuavo.com)
2024-06-15 - 2:10:17 AM GMT- IP address: 208.26.73.45
-  Document emailed to Mitzi Callan (jewel@candw.ky) for signature
2024-06-15 - 2:10:28 AM GMT
-  Document emailed to Danielle Robson (danielle@kuavo.com) for signature
2024-06-15 - 2:10:28 AM GMT
-  Email viewed by Mitzi Callan (jewel@candw.ky)
2024-06-15 - 5:00:34 AM GMT- IP address: 104.28.94.10
-  Email viewed by Mitzi Callan (jewel@candw.ky)
2024-06-16 - 4:17:23 AM GMT- IP address: 104.28.94.10
-  Email viewed by Danielle Robson (danielle@kuavo.com)
2024-06-18 - 4:29:55 AM GMT- IP address: 193.36.224.250
-  Email viewed by Mitzi Callan (jewel@candw.ky)
2024-06-18 - 10:41:53 AM GMT- IP address: 104.28.94.11
-  Document e-signed by Mitzi Callan (jewel@candw.ky)
Signature Date: 2024-06-18 - 3:08:29 PM GMT - Time Source: server- IP address: 208.168.243.154
-  Document e-signed by Danielle Robson (danielle@kuavo.com)
Signature Date: 2024-06-18 - 8:04:21 PM GMT - Time Source: server- IP address: 193.36.224.210
-  Agreement completed.
2024-06-18 - 8:04:21 PM GMT



Exhibit 2- Notice to complete: email thread



NorDania Stewart <nordania.s@gmail.com>

NOTICE TO COMPLETE

11 messages

NorDania Stewart <nordania.s@gmail.com>

Mon, Jun 9, 2025 at 3:05 PM

To: howard@kuavo.com, Jewel@candw.ky

Cc: John Meghoo <john@meghoolaw.com>, Nancy Chen <nancy@propertycayman.com>

Good afternoon,

I refer to the Developers Contract Agreement for Sale relating to the Strata Lot in the Morganville development.

Pursuant to Clause 16 of the Agreement, I hereby issue a formal Notice to Complete. I confirm that I have been ready, willing, and able to complete the transaction for the past 13 months. However, the Vendor has not satisfied the conditions necessary for completion, including the issuance of the Certificate of Fitness for Occupancy.

You are hereby notified that if the Vendor does not complete the sale, as required by the terms of the Agreement, no later than close of business on Monday, 16th June 2025, I reserve my rights under Clause 16.4, including the right to cancel the Agreement and demand a full refund of my deposit together with any interest accrued thereon.

Please acknowledge receipt of this notice.

Regards,

NorDania Stewart

Howard | KUAVO.com <howard@kuavo.com>

Mon, Jun 9, 2025 at 3:37 PM

To: NorDania Stewart <nordania.s@gmail.com>, "Jewel@candw.ky" <Jewel@candw.ky>

Cc: John Meghoo <john@meghoolaw.com>, Nancy Chen <nancy@propertycayman.com>

Good afternoon Ms. Stewart,

We hereby confirm receipt of your Notice to Complete and, we will await the Vendor's response.

Kind regards,

Howard McLaughlin

Broker / Owner



KUAVO CAYMAN

U12 Breezy Castle, 125 Owen Roberts Drive,
George Town, Cayman Islands

[Quoted text hidden]

NorDania Stewart <nordania.s@gmail.com>

Tue, Jun 17, 2025 at 7:17 AM

To: "Howard | KUAVO.com" <howard@kuavo.com>

Cc: "Jewel@candw.ky" <Jewel@candw.ky>, John Meghoo <john@meghoolaw.com>, Nancy Chen <nancy@propertycayman.com>

Good morning,

I refer to the below-referenced Agreement and to the Notice to Complete issued on 9th June, in accordance with Clause 16 of the Agreement.

As of today's date, the Vendor has failed to complete the transaction within the stipulated 7-day period. Accordingly, I now exercise my rights under Clause 16.4 of the Agreement and hereby formally demand the immediate return of my deposit in the amount of CI\$14,450.00, together with any interest accrued thereon.

This Agreement is now considered terminated, and the Vendor is required to refund the full deposit without further delay.

Please be advised that if payment is not received in full by 20th June, I will have no alternative but to initiate legal proceedings against the Vendor to recover the deposit, as advised by my lawyer, Mr. John Meghoo (CC'd). Such legal action will also include a claim for:

- Accrued interest, where applicable;
- All legal costs and disbursements incurred to date and going forward;
- Any additional damages or remedies the Court may see fit to award.

I urge you to treat this matter as urgent. If you require banking details for the refund, please advise immediately.

Regards,

NorDania

Nancy Chen <nancy@propertycayman.com>

Thu, Jun 19, 2025 at 11:40 AM

To: "Howard | KUAVO.com" <howard@kuavo.com>

Cc: "Jewel@candw.ky" <Jewel@candw.ky>, John Meghoo <john@meghoolaw.com>, Michael Joseph <michael@propertycayman.com>, Jude Holland <jude@propertycayman.com>, NorDania Stewart <nordania.s@gmail.com>

Dear Howard,

I am writing to follow up on the outstanding refund of the deposit related to NorDania.

As previously stated, the purchaser is no longer under contract, and no Long-Stop Extension has been signed since 31 January 2025. Under the terms of the developer's contract, specifically Clause 3.4, the deposit becomes non-refundable only if ALL conditions in the CIREBA Offer to Purchase have been successfully waived. This has not occurred.

Therefore, there is no contractual basis or justification to retain the deposit. In accordance with Clause 3.1.1, since the funds are held by your company, we require that the full deposit be returned immediately to Property Cayman.

Please see below the screenshot of page 4 of the developer's contract for your review.

- 3.1 The Purchase Price shall be paid by the Purchaser to the Vendor's Broker as follows:
- 3.1.1 a deposit of C\$14,450.00 ("the Deposit"), equaling 5% of the Purchase Price, shall be paid to the Vendor's Real Estate Agents, Kuavo Limited on the execution of the standard Cayman Islands Real Estate Brokers Association ("CIREBA") Offer to Purchase, which Deposit shall be held by Kuavo Limited as agents for the Vendor, pending Completion;
- 3.1.2 the Balance of the Purchase Price, namely C\$274,550.00, shall be paid by the Purchaser to the Vendor on the Completion Date.
- 3.2 Each payment in respect of the Purchase Price shall be made in Dollars by means of a banker's draft drawn on a Class A Licensed Bank in the Cayman Islands or by wire transfer or in other freely available funds acceptable to the Vendor and shall be made without set-off, deduction or withholdings whatsoever.
- 3.3 In the event that any monies payable hereunder are paid by cheque none of the rights and obligations created hereby shall have effect until such cheque has been cleared in the Cayman Islands.
- 3.4 The Deposit will become non-refundable upon waiving of all conditions specified within 'Addendum A – conditions to purchase' in the CIREBA Offer to Purchase, dated 13th May 2024.

Page 4 of 11

The wire instructions are attached for your reference. We expect confirmation of the transfer without further delay.

Best regards,

Nancy Chen

Real Estate Agent

Howard | KUAVO.com <howard@kuavo.com>
To: Nancy Chen <nancy@propertycayman.com>
Cc: "Jewel@candw.ky" <Jewel@candw.ky>, John Meghoo <john@meghoolaw.com>, Michael Joseph <michael@propertycayman.com>, Jude Holland <jude@propertycayman.com>, NorDania Stewart <nordania.s@gmail.com>

Fri, Jun 20, 2025 at 5:23 PM

Hi Nancy,

NorDania may have shared that we chatted yesterday, I explained during our telephone conversation that the Vendor is disputing the return of the said deposit thus, given there appears to be a contractual dispute, it would be remiss of us to return the deposit until the matter has been resolved.

I am only too happy to speak with any stakeholder.

Kind regards,

Howard McLaughlin
Broker / Owner



KUAVO CAYMAN
U12 Breezy Castle, 125 Owen Roberts Drive,
George Town, Cayman Islands

[Quoted text hidden]

NorDania Stewart <nordania.s@gmail.com>
To: "Howard | KUAVO.com" <howard@kuavo.com>
Cc: Nancy Chen <nancy@propertycayman.com>, Jewel@candw.ky, John Meghoo <john@meghoolaw.com>, Michael Joseph <michael@propertycayman.com>, Jude Holland <jude@propertycayman.com>

Fri, Jun 20, 2025 at 5:27 PM

Good afternoon Howard,

Were you able to speak with the vendor yesterday or today and update her on our call?

I look forward to their reply.

Kind regards,
NorDania

Howard | KUAVO.com <howard@kuavo.com>
To: NorDania Stewart <nordania.s@gmail.com>
Cc: Nancy Chen <nancy@propertycayman.com>, "Jewel@candw.ky" <Jewel@candw.ky>, John Meghoo <john@meghoolaw.com>, Michael Joseph <michael@propertycayman.com>, Jude Holland <jude@propertycayman.com>

Fri, Jun 20, 2025 at 5:40 PM

Hi NorDania,

I have left a message for the Vendor.

[Quoted text hidden]

NorDania Stewart <nordania.s@gmail.com>
To: "Howard | KUAVO.com" <howard@kuavo.com>
Cc: Nancy Chen <nancy@propertycayman.com>, Jewel@candw.ky, John Meghoo <john@meghoolaw.com>, Michael Joseph <michael@propertycayman.com>, Jude Holland <jude@propertycayman.com>

Fri, Jun 20, 2025 at 5:48 PM

Hi Howard,

Thank you for the update and for your time on the phone just now.

I understand that you've been having difficulty getting in touch with the vendor regarding the matter so I'm happy to wait until Tuesday for an update.

Please note that should the vendor remain unresponsive or uncooperative, as they have been, I will unfortunately have no choice but to file a suit on Tuesday.

I look forward to their response.

Kind regards,
NorDania

NorDania Stewart <nordania.s@gmail.com> Tue, Jun 24, 2025 at 1:48 PM
To: "Howard | KUAVO.com" <howard@kuavo.com>
Cc: Nancy Chen <nancy@propertycayman.com>, Jewel@candw.ky, John Meghoo <john@meghoolaw.com>, Michael Joseph <michael@propertycayman.com>, Jude Holland <jude@propertycayman.com>

Good afternoon Howard,

I hope you're keeping well.

Please can you confirm if you have spoken with the developer and if so, what came of the conversation?

I look forward to hearing from you.

Kind regards,
NorDania
[Quoted text hidden]

Howard | KUAVO.com <howard@kuavo.com> Tue, Jun 24, 2025 at 11:00 PM
To: NorDania Stewart <nordania.s@gmail.com>
Cc: Nancy Chen <nancy@propertycayman.com>, "Jewel@candw.ky" <Jewel@candw.ky>, John Meghoo <john@meghoolaw.com>, Michael Joseph <michael@propertycayman.com>, Jude Holland <jude@propertycayman.com>

Hi NorDania,

Apologies, I was unable to take your call earlier this afternoon, I was caught in a meeting.

I have yet to speak with the Vendor however, I will follow-up again tomorrow.

Thanks for your continued patience

NorDania Stewart <nordania.s@gmail.com> Wed, Jun 25, 2025 at 9:38 AM
To: "Howard | KUAVO.com" <howard@kuavo.com>
Cc: Nancy Chen <nancy@propertycayman.com>, "Jewel@candw.ky" <Jewel@candw.ky>, John Meghoo <john@meghoolaw.com>, Michael Joseph <michael@propertycayman.com>, Jude Holland <jude@propertycayman.com>

Good morning Howard,

Thank you for the update.

I appreciate your help to date, however at no point during this 13 month process has the vendor been timely in their response or reliable in their communicated timelines on the development of Morganville.

Unfortunately, as the vendor has been unresponsive to my emails, your emails and your calls, I have no choice but to pursue legal action.

Kind regards,
NorDania