



**IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION**

CAUSE NO: SC OF 2025

BETWEEN:

**(1) WAYNE MILLER
(2) COLETTE MILLER**

PLAINTIFFS

AND:

**(1) OASIS BEACH BAY DEVELOPMENTS
(2) AURA WELLNESS DEVELOPMENTS LTD.**

DEFENDANTS

WRIT OF SUMMONS

**TO: OASIS BEACH BAY DEVELOPMENTS and AURA WELLNESS
 DEVELOPMENTS LTD. C/O McGrath Tonner, 5th Floor Genesis Building, PO Box
 446 GT, Grand Cayman KYI-1104.**

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiffs, of P.O. Box 11947, Grand Cayman, KY1-1011 in respect of the claims set out on the next page.

Within 14 days after service of this Writ on you, (or where this Writ is served on you out of the jurisdiction pursuant to an Order of the Court, within 28 days) 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, 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 any intention to contest

This WRIT & STATEMENT OF CLAIM was filed by Samson Law Associates, Attorneys-at-Law for the Plaintiffs whose address for service is 20 Genesis Close, PO Box 2425, Grand Cayman, KY1-1105, Cayman Islands. (Attn: Alexandria Fennell email: afennell@samsonlaw.ky)

the proceedings, the Plaintiffs may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 7th day of August 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 that date of original issuance unless renewed by order of the Court.

IMPORTANT

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

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DEFENDANTS

STATEMENT OF CLAIM

1. The Plaintiffs are individual residents residing in Grand Cayman and are considered "purchasers" in relation to this claim.
2. The First Defendant, at all material times, was an ordinary resident company registered in the Cayman Islands. It is also the legal owner and registered proprietor under the Registered Land Law (2018 Revision) of land located at Lower Valley, Block 38C, Parcel 72 ("the land"). The 1st Defendant was also referred to as the "Vendor" in the agreement to develop and agreement for sale and purchase of land.
3. The Second Defendant, at all material times, was an ordinary resident company registered in the Cayman Islands and is the "developer" of the land in accordance with the agreement to develop.
4. The 1st Defendant agreed with the Purchasers to sell part of the land, and the 2nd Defendant agreed to construct a dwelling on said land.
5. The 2nd Defendant entered into an agreement with the 1st Defendant to develop the land.

The Agreements

4. The Plaintiffs executed four agreements with the Defendants. On 19 September 2019, the Plaintiffs and the Defendants executed two agreements as follows:

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- a. The first two agreements had the combined purpose of the Plaintiffs buying part of the land ("Lot 47") from the 1st Defendant ("Sale & Purchase Agreement 1") and to construct a dwelling thereon ("Unit 607") using the services of the 2nd Defendant ("Agreement to Develop 1").
5. The Plaintiffs initially intended to purchase a one-bedroom unit and received the 2019 agreements to represent the terms. However, they opted to convert the one bedroom to a two bedroom and as such, new agreements were sent to them dated 10 January 2020.
6. On 10 January 2020, the Plaintiffs and the Defendants executed two further agreements as follows:
 - a. The further two agreements also had the combined purpose of the Plaintiffs buying part of the land ("Lot 47") from the 1st Defendant ("Sale & Purchase Agreement 2") and to construct a dwelling thereon ("Unit 607") using the services of the 2nd Defendant ("Agreement to Develop 2").
4. The terms of the Sale & Purchase agreements were, inter alia:
 - a. The Plaintiffs agreed to the construction of a dwelling on the Strata Lot, which is land located in the strata plan known as Lot No. 47 in the development, by the 2nd Defendant upon the terms and conditions of the said agreements signed on 19 September 2019 and 10 January 2020.
 - b. The Plaintiffs agreed to purchase the Strata Lot (Lot No. 47) on the terms as set out in said agreements.
 - c. The 1st Defendant shall sell and the Plaintiffs shall purchase the Strata Lot at the purchase price.
 - d. The purchase price was CI\$1 and shall be paid by the Plaintiffs to the 2nd Defendant on or before 30th June 2022, which was set as the completion date.
 - e. The 1st Defendant authorizes the Plaintiffs to pay the purchase price to the 2nd Defendant and the 2nd Defendant hereby undertakes to pay the purchase price to the 1st Defendant on 30th June 2022 in return for the 1st Defendant providing to the Plaintiffs the transfers of land on 30th June 2022.

5. The terms of the Agreement to Develop were, inter alia:

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- a. The 2nd Defendant agreed to develop or cause to be developed the dwelling on the Strata Lot (Unit 607) in the development at the Development Price in accordance with the plans and specifications and subject to the modifications policy;
 - b. The development price was CI\$227,500.00 in the Agreement to Develop 1 and CI \$239,500 in the Agreement to Develop 2.
 - c. The development price in the agreement to develop 1 was to be paid by the Plaintiffs to the 2nd Defendant as follows:
 - i The sum of CI\$10,000 was to be paid to the 2nd Defendant as an "initial deposit";
 - ii The sum of CI\$12,750 was to be paid to the 2nd Defendant's Attorney by 1 November 2019 and was considered "the further deposit";
6. The balance of the purchase price was to be paid on or before the completion date at which time the 2nd Defendant would notify the Plaintiffs that the Strata Plan has been registered and a Certificate of Fitness for occupancy for the dwelling to be developed by the 1st Defendant has been issued by the Central Planning Authority of the Cayman Islands;
7. In the event that the 2nd Defendant has not completed the construction of the said dwelling or completed the registration of a strata plan in connection with the development or received from the Registrar of Lands notification that a register has been opened for the Strata Lot or received a certificate of fitness for occupancy of the dwelling from the central planning authority for the Cayman Islands, by 30th June 2022, either party could, by notice in writing, rescind the development agreement whereupon the Plaintiffs would be entitled to the return of all monies paid under the agreement at which time the agreement would be considered terminated.
8. The development price in the agreement to develop 2 was to be paid by the Plaintiffs to the 2nd Defendant as follows:
- i The sum of CI\$10,000 was to be paid to the 2nd Defendant as an initial deposit;
 - ii The sum of CI\$13,950 was to be paid to the 2nd Defendant's Attorney by 10 February 2020 and was considered "the further deposit";
- a. The balance of the purchase price was to be paid on or before the completion date at which time the 2nd Defendant would notify the Plaintiffs that the Strata Plan has been registered and a Certificate of Fitness for occupancy for the dwelling to be developed by the 1st Defendant has been issued by the Central Planning Authority of the Cayman Islands;

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- b. In the event that the 2nd Defendant has not completed the construction of the said dwelling or completed the registration of a strata plan in connection with the development or received from the Registrar of Lands notification that a register has been opened for the Strata Lot or received a certificate of fitness for occupancy of the dwelling from the central planning authority for the Cayman Islands, by 30th June 2022, either party could, by notice in writing, rescind the development agreement whereupon the Plaintiffs would be entitled to the return of all monies paid under the agreement at which time the agreement would be considered terminated.
9. The 10 January 2020 agreements superseded the 2019 agreements and as such, the two-bedroom Unit 607 was valued at CI\$ 239,500.
10. Despite the development price being listed as \$239,500 and the deposit amounts listed as \$23,950, the Plaintiffs duly paid to the 2nd Defendant via Re/Max a deposit in the amount of \$24,450.
11. After the Plaintiff paid over the deposit, the world went through the COVID19 pandemic and communication between the Plaintiffs and the Defendants were at a minimum.
12. The 2nd Defendant was unable to perform its obligations under the Development Agreement and was unable to complete the construction of the development or Unit 607 in accordance with the completion date.
13. In June 2022, the Plaintiffs received a "deed of amendment to development agreement" from the 2nd Defendant. This said agreement had several terms including the following:
 - a. As a result of unforeseeable events affecting the completion date for the development, the developer invokes clause 6.4 of the development agreement and offers to change the completion date to take place on or before 31st December 2023.
14. The Plaintiffs agreed to the change of the completion date as stipulated in the deed of amendment prepared by the 2nd Defendant. The said agreement was signed by the Plaintiffs on 28 & 29 June 2022 and also by the 2nd Defendant's representative Gunjan Gupta on 29 June 2022.
15. Despite there being an executed deed of amendment which changed the completion date, the Defendants were still unable to adhere to the terms of the agreements executed.
16. Communication was still at a minimum even after the deed of agreement being signed by the parties. On or about 12 June 2024, the Plaintiffs as well as the Defendants entered a

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settlement agreement. This settlement agreement had several terms including the following:

- a. The balance of the deposit due and owing to the purchasers is CI\$ 24,450.
 - b. The 1st Defendant shall pay the balance to the Plaintiffs in cleared funds to the Plaintiff's bank account stated in the records held by Re/Max real estate agents in accordance with the following repayment schedule:
 - i CI\$ 1712 on 12 July 2024
 - ii CI\$ 3179 on 30 August 2024
 - iii CI\$ 19,560 on 31 October 2024
17. No monies were paid over by the Defendants to the Plaintiffs in the time period outlined in the settlement agreement. The said settlement agreement remained binding on all parties.
18. To date, the Plaintiffs have not received the refund as outlined in the settlement agreement.
19. The Defendants' failure to pay the remaining CI\$24,450 amounts to a breach of their obligations to the Plaintiffs and have caused the Plaintiffs to suffer loss and damage as result.

AND THE PLANTIFFS CLAIM:

- a) The sum of CI\$24,450.
- b) Interest at a rate of 2.375%, in accordance with section 24 of the Judicature Act (2021 Revision) and the Judgment Debts (Rates of Interest) Rules (2021 Revision), as amended from time to time;
- c) Costs; and

d) Such further and other equitable relief as this Honourable Court shall deem fit.

DATED this **7th** day of **August 2025**

A handwritten signature in black ink that reads "Samson Law". The signature is written in a cursive, flowing style.

Samson Law Associates

Attorneys-at-Law for the Plaintiffs

**TO: The Clerk of the
 Court**

AND TO: The Defendants

INDORSEMENT

The amount claimed in respect of the breach of the agreement is CI\$24,450. The amount of the filing fees to commence proceedings is CI \$200 plus ad valorem fees of CI\$ 144.50. If, within the time for returning the acknowledgement of service, the Defendants pay the Plaintiffs or their Attorneys-at-law the total amount claimed in principal, interest and the costs of issuing the Writ of Summons, further proceedings will be stayed. The money must be paid to the Plaintiffs or their Attorneys-at-law.

INDORSEMENT REGARDING INTEREST

1. The prescribed rate of interest is $2\frac{3}{8}\%$ in accordance with section 24 of the Judicature Act (2021 Revision) and the Judgment Debts (Rates of Interest) Rules (2021 Revision).
2. The date from which interest is payable is 1st November 2024, which is the day after the Defendants failed to make payment of the CI\$24,450 due under the settlement agreement .
3. The total amount of interest claimed at the date of the issue of this writ is CI\$445.84
4. The amount of interest accruing each day is CI \$1.22.

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.

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 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 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

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 (or 28 days in the case of a writ served outside the jurisdiction pursuant to an order of the Court), 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 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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PLAINTIFFS**AND:**

(1) **OASIS BEACH BAY DEVELOPMENTS**
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DEFENDANTS**ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS**

If you intend to instruct an Attorney to act for you, give that Attorney 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 the Defendant may have to pay the costs 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 the Defendant 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).....

[The Plaintiff]/ [Attorney for the Plaintiff]

Address for service: Please complete overleaf

This WRIT & STATEMENT OF CLAIM was filed by Samson Law Associates, Attorneys-at-Law for the Plaintiffs whose address for service is 20 Genesis Close, PO Box 2425, Grand Cayman, KY1-1105, Cayman Islands. (Attn: Alexandria Fennell email: afennell@samsonlaw.ky)

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.

Samson Law Associates

The White House, 20
Genesis Close,

PO Box 2425, Grand Cayman,
KY1-1105, Cayman Islands.

Attn: Alexandria Fennell

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