



**ND COURT OF THE CAYMAN ISLANDS
ION**

CAUSE NO: GC2026-

- 1) MARZETA SCHAVANNAH BODDEN**
- 2) JANIQUE SAMSON**
- 3) KERRIE FORBES**
- 4) TRACEY FORBES**

PLAINTIFFS

AND:

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

DEFENDANTS

WRIT OF SUMMONS

TO: OASIS BEACH BAY DEVELOPMENTS and AURA WELLNESS DEVELOPMENT 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, c/o Samson Law Associates, 20 Genesis Close, PO Box 2425, KY1-1105 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 the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this **12th day of March 2026**.

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.

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)

**IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION****CAUSE NO: GC2026-****BETWEEN:**

- 1) MARZETA SCHAVANNAH BODDEN**
- 2) JANIQUE SAMSON**
- 3) KERRIE FORBES**
- 4) TRACEY FORBES**

PLAINTIFFS**AND:**

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

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 1st Defendant, at all material times, is 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 is also referred to as the "Vendor" in both the agreement for sale & purchase of land and the agreement to develop.
3. The 2nd Defendant, at all material times, is an ordinary resident company registered in the Cayman Islands. It is referred to as the "Developer" of the land in accordance with both the agreement for sale & purchase of land and the agreement to develop.
4. The 2nd Defendant entered into an agreement with the 1st Defendant to develop the land.
5. 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.

The Agreements

4. The 1st Plaintiff on 9 March 2021 executed two agreements with the Defendants. The said agreements had the combined purpose of the 1st Plaintiff buying part of the land ("Lot 54") from the 1st Defendant ("Sale & Purchase Agreement") and to construct a

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dwelling thereon ("Unit 706") using the services of the 2nd Defendant ("Agreement to Develop").

5. The 2nd Plaintiff on 22 September 2019 executed two agreements with the Defendants. The said agreements had the combined purpose of the 2nd Plaintiff buying part of the land ("Lot 22") from the 1st Defendant ("Sale & Purchase Agreement") and to construct a dwelling thereon ("Unit 306") using the services of the 2nd Defendant ("Agreement to Develop").
6. The 3rd Plaintiff on 4 November 2020 executed two agreements with the Defendants. The said agreements had the combined purpose of the 3rd Plaintiff buying part of the land ("Lot 57") from the 1st Defendant ("Sale & Purchase Agreement") and to construct a dwelling thereon ("Unit 801") using the services of the 2nd Defendant ("Agreement to Develop").
7. The 4th Plaintiff on 4 November 2020 executed two agreements with the Defendants. The said agreements had the combined purpose of the 4th Plaintiff buying part of the land ("Lot 60") from the 1st Defendant ("Sale & Purchase Agreement") and to construct a dwelling thereon ("Unit 804") using the services of the 2nd Defendant ("Agreement to Develop").
8. In or about June 2021, the 1st and 2nd Plaintiffs agreed to swap their respective units and submitted a unit reassignment request to the 1st Defendant. On 22 June 2021, the 1st and 2nd Plaintiff executed and entered into a deed of assignment of agreement for sale ("Deed of Assignment"). With this deed of assignment, the 2nd Plaintiff assigned Unit 306 to the 1st Plaintiff, and the 1st Plaintiff assigned Unit 706 to the 2nd Plaintiff.
9. After the deed of assignment was registered, the 1st Plaintiff was now the purchaser of Unit 306, and the 2nd Plaintiff was the purchaser of Unit 706.
10. The terms of the Sale & Purchase agreements for all the Plaintiffs were, inter alia:
 - a. The Plaintiffs agreed to the construction of a dwelling on the Strata Lots by the 2nd Defendant upon the terms and conditions of the said agreement.
 - b. The 1st Defendant shall sell and the Plaintiffs shall purchase the Strata Lots at the purchase price.

11. The terms of the Agreement to Develop for each Plaintiff were, inter alia:

1ST PLAINTIFF

- a. The 2nd Defendant agreed to develop or cause to be developed the dwelling on the Strata Lot (Unit 306) in the development at the Development Price in

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accordance with the plans and specifications and subject to the modifications policy;

- b. The development price was CI\$287,888 in the Agreement to Develop.
- c. The purchase price was CI\$10,000 in the Agreement for Sale and purchase of Land.
- d. The overall price of the Unit was CI\$297,888.
- e. The development price in the agreement to develop was to be paid by the 1st Plaintiff to the 2nd Defendant as follows:
 - i The sum of CI\$5,000 was to be paid to the 2nd Defendant as an "initial deposit";
 - ii The sum of CI\$19,789 was to be paid to the 2nd Defendant's Attorney on 1 November 2019 and was considered "the further deposit";
 - iii The sum of \$5000 to be paid to the 2nd Defendant as being "the deposit".

2ND PLAINTIFF

- a. The 2nd Defendant agreed to develop or cause to be developed the dwelling on the Strata Lot (Unit 706) 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\$365,000 in the Agreement to Develop.
- c. The purchase price was CI\$10,000 in the Agreement for Sale and purchase of Land.
- d. The overall price of the Unit was CI\$375,000.
- e. The development price in the agreement to develop was to be paid by the 2nd Plaintiff to the 2nd Defendant as follows:
 - i The sum of CI\$13,750 was to be paid to the 2nd Defendant as an "initial deposit";
 - ii The sum of CI\$18,750 was to be paid to the 2nd Defendant before 6 April 2021 and was considered "the further deposit";
 - iii The sum of \$5000 to be paid to the 2nd Defendant as being "the deposit".

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3RD PLAINTIFF

- a. The 2nd Defendant agreed to develop or cause to be developed the dwelling on the Strata Lot (Unit 801) 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\$298,999 in the Agreement to Develop.
- c. The purchase price was CI\$1 in the Agreement for Sale and purchase of Land.
- d. The overall price of the Unit was CI\$299,000.
- e. The development price in the agreement to develop was to be paid by the 3rd Plaintiff to the 2nd Defendant as follows:
 - i The sum of CI\$14,949 was to be paid to the 2nd Defendant as an "initial deposit";
 - ii The sum of CI\$14,950 was to be paid to the 2nd Defendant by 31st January 2021 and was considered "the further deposit";
 - iii The sum of \$1 to be paid to the 2nd Defendant as being "the deposit".

4TH PLAINTIFF

- a. The 2nd Defendant agreed to develop or cause to be developed the dwelling on the Strata Lot (Unit 804) 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\$459,000 in the Agreement to Develop.
- c. The purchase price was CI\$5,000 in the Agreement for Sale and purchase of Land.
- d. The overall price of the Unit was CI\$464,000.
- e. The development price in the agreement to develop was to be paid by the 4th Plaintiff to the 2nd Defendant as follows:
 - i The sum of CI\$18,450 was to be paid to the 2nd Defendant as an "initial deposit";
 - ii The sum of CI\$23,450 was to be paid to the 2nd Defendant by 31st January 2021 and was considered "the further deposit";

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- iii The sum of \$5000 to be paid to the 2nd Defendant as being "the deposit".
12. The balance of each purchase price was to be paid on or before the completion date as stipulated in each Plaintiff's agreement to develop. 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.
13. 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 the stipulated dates in each Plaintiff's agreement to develop, then either party could, by notice in writing, rescind the agreement to develop 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.
14. Each Plaintiff duly paid the following amounts via Re/Max as a deposit for the units:
- a. 1st Plaintiff – CI\$29,789
 - b. 2nd Plaintiff – CI\$37,500
 - c. 3rd Plaintiff – CI\$29,900
 - d. 4th Plaintiff – CI\$46,900
15. After the Plaintiffs paid over the deposit, the 2nd Defendant was unable to perform its obligations under the Development Agreements and was unable to complete the construction of the development of each Unit in accordance with the completion dates.
16. On 13 June 2024 and 11 July 2024, the Plaintiffs each received a Settlement Agreement from the Defendants. The settlement agreements were for the Defendants to repay the deposits made by each Plaintiff. Each Plaintiff along with the Defendants executed the said agreements.
17. Despite there being a valid contract formed between each of the Plaintiffs and the Defendants through the settlement agreement, no monies were paid over by the Defendants to the Plaintiffs in the time period outlined in said agreement. The said settlement agreement remained binding on all parties.
18. To date, the Plaintiffs have not received the refunds as outlined in each settlement agreement.

19. The Defendants' failure to repay the Plaintiffs' deposits amount to a breach of their obligations to the Plaintiffs and have caused the Plaintiffs to suffer loss and damage as result.

THE PLAINTIFFS CLAIM AS FOLLOWS:

- a) 1st Plaintiff – CI\$29,789
- b) 2nd Plaintiff – CI\$37,500
- c) 3rd Plaintiff – CI\$29,900
- d) 4th Plaintiff – CI\$46,900
- e) 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;
- f) Costs; and
- g) Such further and other equitable relief as this Honourable Court shall deem fit.

DATED this **12th** day of **March 2026**



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 agreements is **CI\$144,089.00**. The amount of the filing fees to commence proceedings is **CI \$200** plus ad valorem fees of **CI\$1120.45**. 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 sums due under each settlement agreement.
3. The total amount of interest claimed at the date of the issue of this writ 12 March 2026 is CI\$4666.83.
4. The amount of interest accrued each day is CI\$12.75.

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.

**IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION****CAUSE NO: GC2026-****BETWEEN:**

- 1) **MARZETA SCHAVANNAH BODDEN**
- 2) **JANIQUE SAMSON**
- 3) **KERRIE FORBES**
- 4) **TRACEY FORBES**

PLAINTIFFS**AND:**

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

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

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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]

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)

Address for service: Please complete overleaf

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.