



THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2026

BEFORE:

JASON M. KEATING

PLAINTIFF

AND:

OASIS BEACH DEVELOPMENTS

1ST DEFENDANT

AURA WELLNESS DEVELOPMENTS LTD

2ND DEFENDANT

WRIT OF SUMMONS

TO: (1) Oasis Beach Developments, Grand Cayman
(2) Aura Wellness Developments, Grand Cayman

THIS WRIT OF SUMMONS 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 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 Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

ISSUED this 12 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 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 Jason Keating Unit 6, Omega Dr, Prospect, PO Box 940 KY1-1102 Grand Cayman, Cayman Islands

STATEMENT OF CLAIM

1. The Plaintiff resides at Unit 6, Omega Dr, Prospect, Grand Cayman, Cayman Islands.
2. The First and Second Defendants (together "the Defendants") are, and were at all material times, ordinary resident companies registered in the Cayman Islands.
3. The First Defendant is, and was at all material times, the legal owner and registered proprietor under the Registered Land Act of land in Grand Cayman, Cayman Islands known as Registration Section Lower Valley, Block 38C, Parcel 72 ("the land").

The Agreements

4. On 6 February 2020, the Plaintiff the Parties contracted for purpose of which was for the Plaintiffs to buy part of the land ("Lot 13") from the First Defendant ("The Purchase Agreement") to construct a dwelling thereon ("Unit 205") using the services of the Second Defendant ("the Development Agreement").
5. The material terms of the Purchase Agreement were, inter alia:
 - 5.1. The purchase price of Lot 13 was CI\$10,000. •
 - 5.2. A deposit of CI\$5,000 was to be paid by the Plaintiff to the Second Defendant upon execution of the agreement.
 - 5.3. The balance of CI\$5,000 was to be paid on or before the completion date at which time the First Defendant would provide the Plaintiff with the Transfers of Land.
 - 5.4. In the event that the Second Defendant had not completed construction of Unit 205 as

per the Development Agreement by 30 June 2022, either party could by notice in writing rescind the agreement whereupon the Plaintiff would be entitled to the return of all monies paid under the agreement at which time the agreement would be considered terminated.

6. The terms of the Development Agreement were, inter alia:
 - 6.1. The Second Defendant agreed to develop Unit 205 on Lot 13 at the development price.
 - 6.2. The development price was CI\$402,500.
 - 6.3. Deposits in the amount of CI\$41,260 were paid to Remax.
 - 6.4. The balance was to be paid by the completion date.
7. The Plaintiff duly paid to the Second Defendant via ReMax the deposit monies under the Purchase Agreement and the initial and further deposits under the Development Agreement, totaling CI\$41,260.
8. The Second Defendant failed to perform its obligations under the contract and the Development Agreement and complete the construction of the development or the Plaintiffs dwelling.

("Amendment to Development")

9. The Defendants are in breach of contract from 30 June 2023 and failed to construct Unit 205 apartment in accordance with the contract.
10. As a result of the Defendants' breach of contract, the Plaintiff has suffered inconvenience caused by financial hardship as well as associated stress and lost opportunity in the property market which is exacerbated by the Defendants' failure to refund the Plaintiff's deposit which was paid by him in good faith towards his new home which was never built. There is no hope or sign of any building works associated with this planned development which is all but abandoned by now.
11. The Defendants have intentionally inflicted emotional distress on the Plaintiff in one or more ways as follows:
 - 21.1 The Defendants are controlled by Jan Gupta who has caused the Defendants to enter into the contract in the knowledge that the Defendants are unable or unwilling to continue with construction or to refund the Plaintiff as agreed, and/or with the intent of deceiving the Plaintiff.

Alternatively, Jan Gupta on behalf of the Defendants has made the said agreements 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 Plaintiff to delay taking legal action to recover the debt due;

21.2 In making the Amendments without any ability and/or intention to abide by their terms and instead to string along the Plaintiff in the hope that he has insufficient funds to pursue his claims, the Defendants have intentionally inflicted distress upon the Plaintiff; and

12. As a result of the Defendants' repeated breaches of multiple settlement agreement and infliction of distress upon him, the Plaintiff has suffered stress, anxiety, financial pressure, loss of enjoyment of life, and missed opportunities to utilise the funds due to him, with such distress being compounded by every unanswered request or demand for payment, missed deadline, and continual renegotiation of payment terms.
13. The Plaintiff therefore claims general damages in the sum of CI\$25,000.

THEREFORE THE PLAINTIFF CLAIMS

14. The sum of CI\$41,260;
15. Interest of CI\$5,027;
16. The promised payment of CI\$500;

17. General damages for stress and inconvenience in the sum of CI\$25,000 or such other amount as the Court thinks fit;
18. Costs;
19. Such further or other relief as this Honourable Court shall deem fit.

STATEMENT REGARDING INTEREST

- The Plaintiff seeks post-judgment interest from the date that the said sum became due at the rate of 6% per annum (conservative market rate) on the sum due and owing until payment and in accordance with the provisions of the Judicature Act (2017 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.
- Interest is claimed from 30 June 2023, which is the day after the Defendants failed to make payment of the CI\$41,260 due under the Settlement Agreement.
- The amount of interest owing at the date of issue of this Writ is CI\$5,027.
- The amount of interest accruing each day following the issue of this Writ is CI\$6.88. DATED this day
of March 2026

JASON M. KEATING

AND THE PLAINTIFF CLAIMS AGAINST THE DEFENDANTS:

20. The sum of CI\$41,260;
21. Interest of CI\$5,027;
22. The promised payment of CI\$500;
23. General damages for stress and inconvenience in the sum of CI\$25,000 or such other amount as the Court thinks fit;
24. Costs;
25. Such further or other relief as this Honourable Court shall deem fit.

If, within the time limited for returning the Acknowledgement of Service the Defendants pay the amount claimed to the Plaintiff or its attorney's further proceedings will be stayed.

Dated the 12 of March 2026



JASON M. KEATING

TO: The Clerk of the Court
AND TO: (1) Oasis Beach Developments, Grand Cayman,
(2) Aura Wellness Developments, Grand Cayman, KY1-1208

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2026

BETWEEN:

JASON M. KEATING

PLAINTIFF

AND:

OASIS BEACH DEVELOPMENTS

1ST DEFENDANT

AURA WELLNESS DEVELOPMENTS LTD

2ND DEFENDANTACKNOWLEDGMENT 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 execution against any judgment entered by the Plaintiff (tick box)
☐ yes ☐ no

Service of the Writ is acknowledged accordingly

(Signed).....

Attorney for

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.

Jason Keating
Unit 6 Omega Drive
Prospect
Grand Cayman

925-7135

jason.keating@hormonic.ky

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

**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 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. 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

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.