



GRAND COURT OF THE CAYMAN ISLANDS
JUDICIAL DIVISION

CAUSE NO: _____ OF 2026

IN:

NATHAN WILLIAM JOSEPH KELLY

Plaintiff

AND

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

Defendants

WRIT OF SUMMONS

TO:

- (1) Aura Wellness Developments Ltd, c/o Avroe Management Ltd., P.O. Box 10061, George Town Financial Center, Suite 306, 90 Fort Street, Grand Cayman KY1-1001, Cayman Islands.
- (2) Oasis Beach Bay Developments, c/o Avroe Management Ltd., P.O. Box 10061, George Town Financial Center, Suite 306, 90 Fort Street, Grand Cayman KY1-1001, Cayman Islands.

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out on the following pages.

Within 14 days after the 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, KY1-1106, Cayman Islands, the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment 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 22 day of June, 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 Acknowledgment of Service are given with the accompanying form.

STATEMENT OF CLAIM

The Parties and The Project Framework

1. The Plaintiff is the purchaser of a proposed strata lot known as Unit 507, Orchard Ecovillage, located at Lower Valley, Block 38C, Parcel 72, Grand Cayman (the "Property").
2. The First Defendant ("Aura") is a company incorporated in the Cayman Islands engaged in real estate development.
3. The Second Defendant ("Oasis") is a company incorporated in the Cayman Islands and is the registered proprietor of the subject land.
4. At all material times, the Defendants were engaged together in a joint commercial enterprise for the development, marketing, and sale of the Orchard Ecovillage condominium project.
5. Oasis appointed, permitted, and/or acquiesced to Aura acting as the developer of its land. The project was marketed to the Plaintiff and the public as a unified development, and Aura acted at all material times with the authority, knowledge, and/or acquiescence of Oasis in marketing and contracting for units within the development.

The Agreements

6. On 2 January 2020, the Plaintiff executed a tripartite contractual arrangement comprising an Agreement to Develop with Aura and an Agreement for Sale and Purchase of Land with Oasis (collectively, the "2020 Agreements"). The completion of the sale by Oasis was expressly contingent upon the construction of the unit by Aura.
7. Pursuant to the 2020 Agreements, the Plaintiff remitted deposit payments totaling CI\$25,850 (the "Deposit").
8. By a Deed of Amendment executed in June 2022 (the "Amendment"), Aura invoked clause 6.4 of the Agreement to Develop to establish a revised, definitive Completion Date of "on or before 31st December 2023".
9. The Plaintiff relies on the fact that the Amendment was executed in furtherance of the ongoing development of Oasis's land and fell strictly within the scope of Aura's authority in relation to the unified project.

The Breach

10. The Defendants failed to complete the construction of the Dwelling, register the Strata Plan, or issue a Certificate of Fitness for Occupancy by the mandated 31 December 2023 deadline.
11. On 22 June 2026, the Plaintiff served formal written notice upon the Defendants exercising his right under Clause 5.1 of the 2020 Agreements to rescind the contracts, the conditions for rescission having been satisfied by the Defendants' failure to complete construction, register the Strata Plan, or obtain a Certificate of Fitness for Occupancy by the amended Completion Date of 31 December 2023.
12. By email dated 11 May 2026, sent on the Defendants' behalf by their attorneys, McGrath Tonner, the Defendants agreed to repay the Deposit of CI\$25,850 to the

Plaintiff and confirmed that those funds would be remitted to their attorneys for onward payment to the Plaintiff.

13. Notwithstanding the said agreement to repay, and notwithstanding repeated follow-up correspondence from the Plaintiff, the Defendants have failed, refused, or neglected to pay any part of the Deposit to the Plaintiff.

Alternative Legal Bases for Joint Liability

14. The Plaintiff pleads that Oasis is jointly and severally liable for the return of the Deposit alongside Aura, on the following alternative grounds:

(A) Agency: Aura acted as the authorized agent for Oasis in relation to the development and sale of units, including the execution of the Amendment extending the timeline.

(B) Ostensible Authority: Further or alternatively, Oasis represented or permitted it to be represented to the Plaintiff that Aura had the authority to act on its behalf concerning the project's timelines and obligations, and the Plaintiff relied upon that representation to his detriment.

(C) Joint Enterprise: Further or alternatively, the Defendants were engaged in a common commercial venture to develop and sell the project, rendering them jointly liable for the obligations arising therefrom.

(D) Unjust Enrichment: Further or alternatively, Oasis has been unjustly enriched by the receipt, use, and/or retention of the Plaintiff's Deposit and the enhancement of its land value without providing the contracted unit, making it unconscionable for Oasis to retain the benefit.

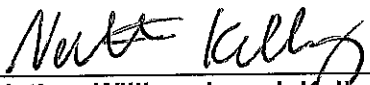
Relief Sought

15. AND THE PLAINTIFF CLAIMS against the First and Second Defendants, jointly and severally:
- (1) The return of the principal Deposit sum of CI\$25,850.
 - (2) Statutory interest pursuant to the Judicature Act (2021 Revision), Section 34, and the Judgment Debt (Rates of Interest) Rules on the sum of CI\$25,850 at the rate of 2.375% per annum (equating to a daily rate of CI\$1.68) from the date of rescission until the date of payment or judgment.
 - (3) Costs of this action.
 - (4) Such further or other relief as the Court deems just.

STATEMENT REGARDING INTEREST

1. The Plaintiff seeks interest from the date that the said sum became due at the rate of 2.375% per annum on the sum due and owing until payment, in accordance with the provisions of the Judicature Act (2021 Revision), Section 34, and the Judgment Debt (Rates of Interest) Rules as amended from time to time.
2. Interest is claimed from the date of rescission, being the day after which the Defendants were obliged to return the Deposit.
3. The amount of interest accruing each day is CI\$1.68.

DATED this 22 day of June, 2026.



Nathan William Joseph Kelly

Plaintiff (Litigant in Person)

**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 495G, George Town, Grand Cayman.
2. A defendant who states in the Defendant's Acknowledgment of Service that the Defendant 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 that Defendant's defence within the appropriate time, the Plaintiff may enter judgment against the Defendant 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 the Defendant intends to apply for a stay, execution will be stayed for 14 days after that Defendant's Acknowledgment, but the Defendant must, within that time, issue a Summons for a stay of execution, supported by an affidavit of the Defendant's means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments or otherwise.

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 the Defendant.
3. Where the Defendant is sued in a name different from the Defendant's own, the form must be completed by the Defendant 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 that Partner's name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN THAT PERSON'S OWN, the form must be completed by the Defendant with the addition in paragraph 1 of the description "trading as (.....)" after that Defendant's 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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: _____ OF 2026

BETWEEN:

NATHAN WILLIAM JOSEPH KELLY

Plaintiff

AND

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

Defendants

Form No. 8

ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS

(O.10, r.1; O.12, r.3; O.15, rr.3, 7 & 13A; O.16, r.3; O.75, r.3)

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 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

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.

Nathan William Joseph Kelly
69 Spruce Lane
George Town
KY1-1102
Cayman Islands

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