



**IN THE GRAND COURT OF THE CAYMAN ISLANDS
FINANCIAL SERVICES DIVISION**

CAUSE NO FSD OF 2026 ()

**IN THE MATTER OF SECTIONS 92(d), 94(1)(b) AND 105 OF THE COMPANIES ACT (2026
REVISION)**

AND IN THE MATTER OF OASIS BEACH BAY DEVELOPMENTS (“OASIS”)

WINDING UP PETITION

TO: THE GRAND COURT OF THE CAYMAN ISLANDS

THE HUMBLE PETITION of:

- A. Arthur Anthony Bogle and Natalie Da Silva Bogle (“the Bogles”)
 c/o Hampson and Company, Attorneys-at-Law
 Apollo House East, 4th Floor, 87 Mary Street
 P.O. Box 698, George Town
 Grand Cayman KY1-1107

- B. Damon Jean-Marc Selman-Carrington (“Selman”)
 c/o Hampson and Company, Attorneys-at-Law
 Apollo House East, 4th Floor, 87 Mary Street
 P.O. Box 698, George Town
 Grand Cayman KY1-1107

(collectively the “Petitioners”)

shows that:-

Introduction

1. **OASIS BEACH BAY DEVELOPMENTS** (“Oasis”) is a Cayman Islands exempted company incorporated on 29 May 2017 registered as no. 323122 with the Cayman Islands Companies Registry, and having a registered office located at Avroe Management Ltd, George Town Financial Center, Suite 306, 90 Fort Street, Grand Cayman, and having as its sole director, Gunjan Gupta, a Canadian national.

2. **AURA WELLNESS DEVELOPMENTS LTD** (“Aura”) is a Cayman Islands ordinary company incorporated on 3 September 2018 as registered no. 342165 with the Cayman Islands Companies Registry, and having a registered office located at Avroe Management Ltd, George Town Financial Center, Suite 306, 90 Fort Street, Grand Cayman, and having as its sole director, Gunjan Gupta, a Canadian national.
3. Oasis as registered proprietor of a 20.34-acre parcel of undeveloped land in Lower Valley, Grand Cayman more particularly described as Block 38C, Parcel 72 (“Parcel 72”), acting as vendor, was engaged at all material times working jointly with Aura acting as developer, in the development of a multi-unit residential strata development within Parcel 72, to be known as Orchard Ecovillage.
4. Oasis and Aura working together under the common directorship of Gunjan Gupta engaged in the marketing and sale of strata lots within Parcel 72 to prospective purchasers as part of the proposed Orchard Ecovillage strata plan, with homes to be constructed for those purchasers on the said strata lots by Aura as developer.

The Bogle Sale and Development Agreements

5. By three written Agreements for Sale and Purchase of Land and by three written Agreements to Develop each dated 11 November 2020, Oasis and Aura as joint parties to each agreement, contracted with the Boggles as purchasers (“the Bogle Sale and Development Agreements”) for the construction and sale to them of (i) Unit 705 a 3-bedroom home for CI\$459,000.00, and the land comprising that strata lot for CI\$10,000.00, (ii) Unit 707 a 2-bedroom home for CI\$284,999.00, and the land comprising that strata lot for CI\$1.00, and (iii) Unit 708 a 1-bedroom home for CI\$257,000.00, and the land comprising that strata lot for CI\$10,000.00, each within the proposed Orchard Ecovillage strata plan, and subject to payment of deposits as follows:

Unit 705

- CI\$5,000.00 to Aura on execution of the Agreement for Sale and Purchase of Land;
- CI\$18,450.00 to Aura under the Agreement to Develop by way of Initial Deposit; and
- CI\$23,450.00 to Aura under the Agreement to Develop by way of Further Deposit by 11 December 2020.

Unit 707

- CI\$1.00 to Aura on execution of the Agreement for Sale and Purchase of Land;
- CI\$14,249.00 to Aura under the Agreement to Develop by way of Initial Deposit; and
- CI\$14,250.00 to Aura under the Agreement to Develop by way of Further Deposit by 11 December 2020.

Unit 708

- CI\$5,000.00 to Aura on execution of the Agreement for Sale and Purchase of Land;
- CI\$8,350.00 to Aura under the Agreement to Develop by way of Initial Deposit; and
- CI\$13,350.00 to Aura under the Agreement to Develop by way of Further Deposit by 11 December 2020.

with, in each case the balance of the purchase price payable to Aura as developer on completion.

6. Under clause 4.1.3 of the Agreement for Sale and Purchase of Land, Oasis authorised the purchaser to pay the purchase price to Aura, and Aura then undertook to pay the purchase price to Oasis in return for Oasis providing the purchaser with the relevant Transfers of Land on completion.
7. In each case the Agreements to Develop with Aura required at clause 3.1 as a condition precedent, that the purchaser had entered into Agreements for Sale and Purchase of Land with Oasis, and vice versa.

8. The Bogle Sale and Development Agreements stipulated in each case a completion date of 31 December 2023 for (i) completion of construction of the homes, (ii) completion of registration of the Orchard Ecovillage strata plan, (iii) opening of the Land Register for the proposed strata lots, and (iv) issuance of Certificates of Occupancy for the subject homes by the Central Planning Authority.
9. The Bogles duly paid the deposits as directed by Aura and Oasis as follows:
 - CI\$50,150.00 to ReMax on 10 November 2020
 - CI\$50,950.00 to ReMax on 12 November 2020

The Selman Sale and Development Agreement

10. By a written Agreement for Sale and Purchase of Land and by a written Agreement to Develop, both dated 6 March 2021, Oasis and Aura as joint parties to each agreement, contracted with Selman as purchaser (“the Selman Sale and Development Agreement”) for the construction and sale to Selman of a 2-bedroom home, being Unit 703 for CI\$365,000.00, and the land comprising that strata lot for CI\$10,000.00, within the proposed Orchard Ecovillage strata plan, and subject to payment of deposits as follows:
 - CI\$5,000.00 to Aura on execution of the Agreement for Sale and Purchase of Land;
 - CI\$13,750.00 to Aura under the Agreement to Develop by way of Initial Deposit; and
 - CI\$18,750.00 to Aura under the Agreement to Develop by way of Further Deposit by 6 April 2021;with, the balance of the purchase price payable to Aura as developer on completion.
11. Under clause 4.1.3 of the Agreement for Sale and Purchase of Land, Oasis authorised the purchaser to pay the purchase price to Aura, and Aura then undertook to pay the purchase price to Oasis in return for Oasis providing the purchaser with the relevant Transfers of Land on completion.
12. The Agreements to Develop with Aura required at clause 3.1 as a condition precedent, that the purchaser had entered into Agreements for Sale and Purchase of Land with Oasis, and vice versa.
13. The Selman Sale and Development Agreement stipulated a completion date of 31 December 2023 for (i) completion of construction of the home, (ii) completion of registration of the Orchard Ecovillage strata plan, (iii) opening of the Land Register for the proposed strata lot, and (iv) issuance of Certificates of Occupancy for the subject home by the Central Planning Authority.
14. Selman duly paid the deposits as follows:
 - \$5,000.00 to CNB account no. 012-13645 of Simba Limited T/A Re/Max on 9 March 2021
 - \$13,750.00 to CNB account no. 012-13645 of Simba Limited T/A Re/Max on 9 March 2021
 - \$18,750.00 to CNB account no. 012-13645 of Simba Limited T/A Re/Max on 21 April 2021

Default by Oasis and Aura

15. Aura failed to complete any of the pre-requisites as aforesaid by the 31 December 2023 completion date under either of the Bogles or the Selman Sale and Development Agreements, and despite repeated promises of repayment and various payment plans proposed by Oasis and Aura (being jointly and severally liable for the return of the deposits under the said Agreements), failed to return the deposit monies upon default under the Sale and Development Agreements.

The Settlement Agreements

16. By a written Settlement Agreement dated 8 June 2024 Oasis and Aura jointly and severally contracted with Selman for return of the Selman's deposit monies in the sum of CI\$37,500.00 by payment to be made to him in three instalments, i.e. CI\$2,625.00 on 12 July 2024, CI\$4,875.00 on 30 August 2024, and CI\$30,000.00 on 31 October 2024, in full and final settlement of all claims arising under the Selman Sale and Development Agreement.
17. By a written Settlement Agreement dated 28 August 2024 Oasis and Aura jointly and severally contracted with the Bogles for return of the Bogles' deposit monies in the sum of CI\$129,700.00 by payment to be made to the Bogles by no later than 20 September 2024 in full and final settlement of all claims arising under the Bogle Sale and Development Agreements.
18. Oasis and Aura, jointly and severally liable under the Settlement Agreements, failed to make payment to the Bogles or to Selman in accordance with the terms of the Settlement Agreements on the indicated dates as aforesaid, or at all.

Demand letter – 27 March 2026

19. By demand letter of 27 March 2026 by Hampson and Company on behalf of the Petitioners, addressed to Oasis and Aura in care of their attorneys, McGrath Tonner, the Petitioners requested payment of the debts as aforesaid due and owing under the Settlement Agreements by no later than 10 April 2026, but received no substantive response.

The Statutory Demands – grounds for winding up

20. By statutory demands executed on 21 April 2026 by the Bogles, and on 23 April 2026 by Selman, in the prescribed form, and served on Oasis and Aura by hand delivery to their registered office, Avroe Management Ltd, Suite 306, George Town Financial Center, 90 Fort Street, George Town, on 19 May 2026 pursuant to the Companies Winding Up Rules (2023 Consolidation) ("CWR") Order 2, r.3(1), the Petitioners demanded payment by Oasis and Aura jointly and severally of CI\$129,700.00 in the case of the Bogles and CI\$37,500.00 in the case of Selman ("the Debts"), owing under the respective Settlement Agreements.
21. Oasis and Aura failed to pay the Debts as aforesaid due and owing or to secure or compound for them to the Petitioners' satisfaction within 21 days of service of the Statutory Demands as aforesaid, i.e. by 9 June 2026, or at any time subsequently, and they remain due and outstanding.
22. The Petitioners are creditors of Oasis and Aura and have standing to present this Petition under s.94(1)(d) of the Companies Act (2026 Revision) ("the Act").
23. In the premises in accordance with s.93(a) of the Act Oasis and Aura are deemed unable to pay their debts and should be wound up pursuant to s.92(d) of the Act.
24. The operations of Oasis and Aura are inextricably linked and the creditors referred to in the paragraph below are the same in each estate. The Petitioners request that the within Petition for the winding up of Aura be heard together or concurrently with their Petition for the winding up of Oasis and that the Liquidations be consolidated under one FSD Cause number and administered as a single estate, for cost efficiencies in the administration of the liquidations.

Other Creditors

25. The Petitioners are aware of other creditors of Oasis and Aura who have commenced proceedings in the Grand Court for the return of their deposit monies owing in respect of the Orchard Ecovillage development, being in chronological order taken from the Judicial Administration website as follows:
- 1) Nathan William Joseph Kelly – Cause No. G0157/2026 filed 22 June 2026;
 - 2) Sean Teeling and Lee-Ann Austin – Cause No. G0108/2026 filed 1 May 2026
 - 3) Crystal Vanessa Scott – Cause No. G0092/2026 filed 10 April 2026
 - 4) Jerome Bailey – Cause No. G0091/2026 filed 10 April 2026
 - 5) Maureen Hewitt – Cause No. G0090/2026 filed 10 April 2026
 - 6) Jason M. Keating – Cause No. G0065/2026 filed 12 March 2026
 - 7) Marzeta Schavannah Bodden, Janique Samson, Kerrie Forbes, and Tracey Forbes – Cause No. G0061/2026 filed 11 March 2026
 - 8) Wayne Miller, Colette Miller – Cause No. G0208/2025 filed 07 August 2025
 - 9) David Pursley – Cause No. G0124/2025 filed 14 May 2025
 - 10) Christina Amanda Ravdas – Cause No. G0112/2025 filed 15 April 2025
 - 11) Christian Hughes and Tamesin Brackin – Cause No. G0090/2025 filed 27 March 2025
 - 12) Sonia Sharlene Chandru Sajani – Cause No. G0064/2025 filed 11 March 2025
 - 13) Joshua Saldeba – Cause No. G0039/2025 filed 12 February 2025
 - 14) William J. Firstbrook – Cause No. 0235/2024 filed 15 September 2024
 - 15) Bradley F Z Kuttner and Laura A Robinson – Cause No. 0144/2024 filed 23 May 2024
 - 16) Samantha Hennings – Cause No. G0094/2023 filed 17 May 2023
 - 17) Andrew William Mortimer Dear – Cause No. G0227/2022 filed 13 October 2022
26. Where Oasis and Aura by their attorneys, McGrath Tonner, advised on 27 May 2026, and Gunjan Gupta confirmed by letter dated 28 May 2026, that some of the purchasers had been repaid their deposits in full and some purchasers paid nothing, there is a legitimate concern that Oasis and Aura, prima facie insolvent, are preferring some creditors over others, and the urgent appointment of liquidators to investigate and conduct an orderly liquidation is indicated.

Nominated Joint Official Liquidators

27. The Petitioners nominate Russell Homer and Paula Richmond, qualified insolvency practitioners within the meaning of the Insolvency Practitioners' Regulations (2026 Consolidation), with Chris Johnson Associates Ltd, Elizabethan Square, 80 Shedden Road, P.O. Box 2499, Grand Cayman, KY1-1104, Cayman Islands as joint official liquidators of Oasis.

YOUR PETITIONERS therefore humbly pray that:-

1. Oasis be wound up by the Court under the provisions of Part V of the Companies Act (2026 Revision);
2. That the liquidation of Oasis be heard together with or consolidated with the liquidation of Aura under the supervision of the Court.
3. That the liquidations of Aura and Oasis be consolidated under one FSD Cause Number and administered as a single estate.
4. Russell Homer and Paula Richmond, qualified insolvency practitioners within the meaning of the Insolvency Practitioners' Regulations (2026 Consolidation), with Chris Johnson Associates Ltd,

Phase III Elizabethan Square, 80 Shedden Road, P.O. Box 2499, Grand Cayman, KY1-1104, Cayman Islands be appointed as joint official liquidators (the “JOLs”) of Oasis.

5. The JOLs be empowered to act jointly and severally in their capacity as liquidators of Oasis.
6. The JOLs not be required to give security for their appointment.
7. The JOLs sanctioned by the Court pursuant to s.110(2) of the Act to exercise, in addition to their powers under Part 2 of Schedule 3 to the Act, to exercise the following powers under Part 1 of Schedule 3 to the Act:
 - (1) The power to bring or defend any action or other legal proceeding in the name and on behalf of Oasis.
 - (2) The power to carry on the business of Oasis so far as may be necessary for its beneficial winding up.
 - (3) The power to pay any class of creditors in full.
 - (4) The power to make any compromise or arrangement with creditors or persons claiming to be creditors or having or alleging themselves to have any claim (present or future, certain or contingent, ascertained or sounding only in damages) against Oasis or for which the Oasis may be rendered liable.
 - (5) The power to compromise on such terms as may be agreed all debts and liabilities capable of resulting in debts, and all claims (present or future, certain or contingent, ascertained or sounding only in damages) subsisting, or supposed to subsist between the company and a contributory or alleged contributory or other debtor or person apprehending liability to Oasis.
 - (6) The power to sell any of Oasis’ property by public auction or private contract with power to transfer the whole of it to any person or to sell the same in parcels.
 - (7) The power to engage and appoint counsel, attorneys and professional advisors, as they may consider necessary to advise and assist them in the performance of their duties and on such terms as they may think fit, and to remunerate them out of the assets of Oasis, subject in the case of liquidator’s counsel to the provisions of CWR Order 25
6. No disposition of the property of Oasis, by or with the authority of the JOLs in carrying out their duties and function under any order granted pursuant to this Petition shall be voided by virtue of s.99 of the Act.
7. Subject to s.109(1) of the Act, the CWR, and the Insolvency Practitioner’s Regulations (2026 Consolidation), the JOLs be authorized to render and pay invoices out of the assets of Oasis for their own remuneration and expenses in priority to all other claims.
8. No suit, action or other proceeding shall be proceeded with, or commenced against Oasis, without the leave of the Court, and subject to such terms and conditions as the Court may impose.
9. The JOLs shall have liberty to apply for such further directions with respect to the winding up of Oasis and its affairs and the conduct of the liquidation, as they shall consider necessary from time to time.

10. The Petitioners have their costs of this Petition paid out of the assets of Oasis to be taxed on the indemnity basis if not agreed with the JOLs in accordance with the provisions of CWR Order 24, r.8(1).
11. Such further and other relief as to this Honourable Court may seem just.

AND YOUR PETITIONERS will ever pray etc.

DATED this 10th day of July 2026

Hampson and Co.

Hampson and Company

Attorneys for the Petitioners, Arthur Anthony Bogle and Natalie Da Silva Bogle and Damon Jean-Marc Selman-Carrington

NOTE: This petition is intended to be served on Oasis Beach Bay Developments

THIS PETITION is presented by Hampson and Company, attorneys for the Petitioners, whose address for service is that of their said attorneys at Apollo House East, 4th Floor, 87 Mary Street, George Town, P.O. Box 698 Grand Cayman KY1-1107 Cayman Islands

NOTICE OF HEARING

TAKE NOTICE THAT the hearing of this Petition will take place at the Law Courts, George Town, Grand Cayman on:

DATE: 2026.

TIME: a.m.

Any correspondence or communication with the Court relating to the hearing of this Petition should be addressed to the Registrar of the Financial Services Division of the Grand Court at P.O. Box 495, Grand Cayman KY1-1106. Telephone: (345) 949-4296.