



**To:**

The Officer-in-Charge  
Economic and Financial Crimes Commission (EFCC)  
Lagos Zonal Office  
No. 15A, Awolowo Road  
Ikoyi, Lagos  
Nigeria  
**Email:** [info@efcc.gov.ng](mailto:info@efcc.gov.ng)

**CC:**

The Managing Director  
PWAN Group  
Floor 1 to 5, Puri Mall Building  
Km 25, Lekki-Epe Expressway  
Opposite Lagos State University (LASU)  
Oko Ado, Ajah, Lagos State  
Nigeria  
**Email:** [info@pwangroup.com](mailto:info@pwangroup.com), [pwanpronigeria@gmail.com](mailto:pwanpronigeria@gmail.com)

**PETITION AGAINST PWAN GROUP FOR FAILURE TO ALLOCATE LAND  
AFTER PAYMENT FOR PROPERTY SINCE 2022**

We write on behalf of our client (hereinafter referred to as —the alleged petitioner) to formally petition **PWAN Group**, over their continued failure to allocate land purchased since 2022, alongside refusal to issue a refund after multiple requests.

**FACTS OF THE CASE:**

1. In 2022, the alleged petitioner paid for a property sold by **PWAN Group**, with the assurance of timely land allocation.
2. Since full payment, no physical land has been allocated to date.
3. The petitioner has made several efforts to follow up with PWAN Group and its agents, but was met with **false assurances, delays, and unfulfilled promises**.
4. Eventually, the petitioner requested a **full refund** of the amount paid due to the lack of allocation and transparency.
5. PWAN Group has **refused to process the refund**, offering no clear timeline, justification, or resolution.

**APPLICABLE LEGAL BREACHES:**

PWAN Group's actions may constitute violations under the laws of the Federal Republic of Nigeria, including:

1. **Section 312 of the Criminal Code Act, Cap C38, LFN 2004** – Criminal Breach of Trust.
2. **Section 419 of the Criminal Code Act** – Obtaining property by false pretences.
3. **Provisions of the Federal Competition and Consumer Protection Act (FCCPA)** – Breach of duty to provide fair, transparent, and timely services to consumers.

## **RELIEFS SOUGHT:**

We respectfully request that your office:

1. **Investigate PWAN Group** for breach of contractual obligations and potential fraudulent practices.
2. **Prosecute all officers and representatives** involved in this failure to allocate land or issue a refund.
3. **Compel a full refund** of the petitioner's payment with appropriate **interest for the time lost**.
4. **Enforce regulatory sanctions** against PWAN Group to deter future misconduct and protect other consumers.

## **ATTACHED DOCUMENTS:**

- Payment receipts
- Email or message correspondence with PWAN agents
- Any promotional material or contractual agreements

Yours faithfully,



**AKINOLA SAMUEL ELUYEFA ESQ**

*Principal Partner/Investor Partner*

ELUYEFA CHAMBERS

*On behalf of the Alleged Petitioner*

## Transaction Receipt

Transaction Date: 01 Jul 2022, 17:51 GMT+1

Reference Number: REF:2022704920000054000 [REDACTED]

Sender [REDACTED]

Transaction Amount: 540,000NGN

Amount In Words: Five Hundred and Forty Thousand Naira Only.

Transaction Type: To Other Bank (Instant)

Receiver: PWAN HOMES LTD

Account Number: 1013421875

Receiving Bank: ZENITH BANK PLC

Remarks: 000013220701175036000304896558

THIS AGREEMENT is made this 24<sup>th</sup> day of March, 2022

BETWEEN

PWAN HOMES LTD a Limited Liability Company incorporated under the Laws of the Federal Republic of Nigeria with its office at Puri Mall Building, Floor 1-5, KM 25, Lekki-Epe Expressway, Opposite LASU, Sangotedo, Lekki, Lagos State (hereinafter referred to as 'THE VENDOR' which expression shall wherever the context so admits include its assigns, legal representatives and successors-in-title) of the one part.

AND

[REDACTED] of [REDACTED] Lagos (hereinafter referred to as 'THE PURCHASER' which expression shall wherever the context so admits include his heirs, assigns and legal representatives) of the other part.

WHEREAS:

1. The Vendor is a real estate Marketing and Investment Company engaged in the acquisition of tracts of land and development of estates which is laid out into schemes and gated estates and are thereafter allocated to Subscribers to the Schemes.
2. The Vendor has acquired a vast tract of land measuring 600 square meters each situate and described as FLOURISH CITY ESTATE ODE OMI PHASE 3.
3. The Vendor with intent to achieve its object of development of Schemes has procured FLOURISH CITY ESTATE ODE OMI PHASE 3 hereinafter referred to as 'the Scheme', whereby interested person (s) or organization subscribes to the Scheme by way of monthly, quarterly contribution or outright payment towards ownership of plot(s) of land within the Scheme.

IT IS HEREBY AGREED that the PURCHASER has fully subscribed to Two (2) Residential plots of land

# CONTRACT OF SALE

BETWEEN

**PWAN HOMES LTD**  
(THE VENDOR)

AND

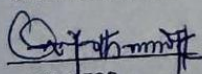
  
(THE PURCHASER)

IN RESPECT OF TWO (2) RESIDENTIAL PLOTS OF LAND AT FLOURISH CITY ESTATE  
ODE OMI PHASE 3 SITUATE AT ODE – OMI AREA IN IBEJU LEKKI LOCAL  
GOVERNMENT AREA, LAGOS STATE

1. TO allocate FLOURISH CITY ESTATE ODE OMI PHASE 3 situate at Ode – Omi Area, Lagos State.
2. The Vendor hereby undertakes to indemnify the PURCHASER against loss(es) or adverse claim over the said Two (2) Residential plots allocated to the PURCHASER within the Scheme.
5. THE PURCHASER HEREBY COVENANTS WITH THE VENDOR as follows:
  - a. To pay for his Survey and legal fees in respect of the Two (2) Residential plots of land.
  - b. If the purchaser wishes to withdraw from this scheme, the following shall apply;
    - i. The purchaser's request to withdraw from this scheme can only be processed if the purchaser is unable to complete payment for the subscribed property.
    - ii. The request can only be processed within the subscribed payment plan period or within Six (6) months immediately after the subscribed payment plan period.
    - iii. The purchaser is to give a notice of 90 days, and further 60 days if the refund is not ready at the expiration of the 1<sup>st</sup> notice.
    - iv. An administrative charge of 10% and 30% Agency fee shall be deducted.
6. IT IS HEREBY FURTHER agreed that:
  - a. The PURCHASER has been fully briefed of the status of the Land, orally and in the Frequently Asked Question (FAQ)/Terms and Conditions and has agreed to purchase the land as it is.
  - b. Both parties covenant to uphold these presents.

IN WITNESS WHEREOF, the Parties have hereto set their hand and seal this day and year first above written.

THE COMMON SEAL of THE VENDOR is affixed  
PWAN HOMES LTD  
IN THE PRESENCE OF:

  
DIRECTOR

  
SECRETARY

SIGNED, SEALED AND DELIVERED  
By the within named 'PURCHASER'