



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

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, pwanpronigeria@gmail.com

**PETITION AGAINST PWAN GROUP FOR FAILURE TO ALLOCATE LAND
AFTER PAYMENT OF ₦1,000,000.00 (ONE MILLION NAIRA ONLY)**

We write on behalf of our client (hereinafter referred to as —the alleged petitioner) to formally petition **PWAN Group**, specifically in relation to **Eden Waters Estate, Ibeju-Lekki**, for breach of contract and potential fraudulent conduct regarding the sale and non-allocation of land.

FACTS OF THE CASE:

1. In **2019/2020**, the alleged petitioner purchased a plot of land at **Eden Waters Estate, Ibeju-Lekki, Lagos State**, from PWAN Group at the price of **₦1,000,000.00** (One Million Naira Only).
2. Upon full payment, the petitioner was issued a **Sales Receipt**, confirming the transaction and entitling the petitioner to land allocation.
3. Over the course of **four years**, despite several follow-ups and expectations, **no land allocation** has been carried out.
4. The company has remained **silent** and **unresponsive**, and there has been **no fulfillment** of their obligation to allocate the land purchased.

APPLICABLE LEGAL BREACHES:

The actions and omissions of PWAN Group may constitute violations of several Nigerian legal provisions, including but not limited to:

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. **Breach of Contract under Nigerian Civil Law** – Non-performance after receipt of consideration.
4. **Consumer Protection Framework** – Failure to deliver paid services in a fair and timely manner.

RELIEFS SOUGHT:

In view of the prolonged breach and emotional and financial strain, we hereby request that your office:

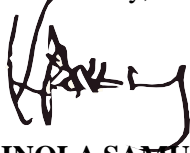
1. Launch a **full investigation** into the activities of PWAN Group relating to Eden Waters Estate and the circumstances surrounding the petitioner's unfulfilled transaction.
2. **Prosecute all individuals and entities involved** in the deceit and failure to allocate land as agreed.
3. Compel PWAN Group to **refund ₦1,000,000.00** to the petitioner with **accrued interest**, or **allocate the agreed plot immediately**.
4. Initiate **regulatory sanctions and reforms** to ensure that other citizens are not subjected to similar deception and financial loss.

ATTACHED DOCUMENTS:

- Sales Receipt issued by PWAN Group

We trust this matter will be treated with urgency in the interest of justice, transparency, and consumer protection.

Yours faithfully,



AKINOLA SAMUEL ELUYEFA ESQ

Principal Partner/Investor Partner

ELUYEFA CHAMBERS

On behalf of the Alleged Petitioner

PWAN HOMES

HEAD OFFICE Floor 1 to 5 PUR M&M Building, 10/125, Lekki Exe Expressway, Opposite Lagos State University (LASU), Ojo-Ado, Ajir, Lagos
INTELLIGENCE OFFICE 16A Sule Abulata Close, Off Opebi Road by GTB, Opebi, Ibeju, Lagos
Tel: +234-12500645, +234-14533669
Email: info@pwanhomes.com

Sales Receipt

Sold To: [REDACTED]
Date: Feb 19, 2021
Receipt #: [REDACTED]
File #: [REDACTED]
Comment: [REDACTED]

Payment Method	Reconciling Bank	Estate	Duration
Outright	232150029 - Sterling Bank Plc	Eden Waters Estate	

Description	Line Total
Being full payment for 1.00 Unit(s) of [Ewe] Eden Waters Estate	N 1,000,000.00
Amount in words: One Million Naira and Zero Kobo Only	
	Subtotal
	Tax
	Total
	N 1,000,000.00

Additional Information

Total Amount: N 1,000,000.00
Outstanding Balance: N 0.00
Size per Plot: 600 sqm

CONTRACT OF SALE

BETWEEN

PWAN HOMES LTD

(THE VENDOR)

AND

[REDACTED]

(THE PURCHASER)

RESPECT OF ONE (1) RESIDENTIAL PLOT OF LAND AT EDEN WATERS, SITUATE
ODE - OMI IN IBEJU-LEKKI LOCAL GOVERNMENT AREA, LAGOS STATE

THIS AGREEMENT is made this 19th day of February 2021

BETWEEN

PWAN HOMES LTD a Limited Liability Company incorporated under the Laws of the Federal Republic of Nigeria with 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] Lagos State. (Hereinafter referred to as **'THE PURCHASER'** which expression shall wherever the context so admits include her heirs, assigns (legal representatives) of the other part.

WHEREAS:

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.

The Vendor has acquired a vast tract of land measuring 300, 600 square meters per plot situate and described as EDEN WATERS.

The Vendor with intent to achieve its object of development of Schemes has procured EDEN WATERS, hereinafter referred 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 One (1) residential plot of land measuring 600 square meters) and the Vendor shall allocate same within the Scheme to the PURCHASER under the following terms and conditions:

The PURCHASER has paid the purchase sum of ₦1,000, 000 (One Million Naira) for the full subscription of the said One (1) residential plot measuring 600sqm of land at EDEN WATERS, the receipt of which the Vendor hereby acknowledges.

[REDACTED]