



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

PETITION AGAINST PWAN PRIME FOR FAILURE TO DELIVER LAND AFTER PAYMENT OF ₦1,600,000

We write on behalf of our client (hereinafter referred to as “*the alleged petitioner*”) to formally petition **PWAN PRIME**, a subsidiary of the PWAN Group, for breach of trust, misrepresentation, and financial misconduct in relation to a failed land transaction at Pearl City Estate, Asaba.

FACTS OF THE CASE:

In **2022**, the petitioner purchased a plot of land located at **Pearl City, Asaba** from **PWAN PRIME** for the sum of **₦1,320,000**. In addition to the land cost, the petitioner paid an extra **₦280,000** for **development fees and other administrative charges**, totaling **₦1,600,000**.

Following this, PWAN PRIME initially issued an allocation. However, on **September 11, 2023**, the company sent an email notifying buyers that the land was in **dispute with the original land-owning family**.

Since then:

- Buyers have been **barred from accessing the estate**.
- PWAN PRIME has **ceased communication** with the petitioner.
- **Phone calls are no longer answered**.

- The PWAN PRIME office in Asaba has been **shut down**, leaving no one to engage with or escalate concerns to.

This represents a serious breach of contract and an exploitation of trust placed in the company by the petitioner.

APPLICABLE LEGAL BREACHES:

The conduct of PWAN PRIME potentially violates:

- **Section 419 of the Criminal Code Act** – Obtaining money under false pretences.
- **Section 312 of the Criminal Code Act, Cap C38, LFN 2004** – Criminal breach of trust.
- **Relevant consumer protection laws** – pertaining to fair dealings, contract enforcement, and timely service delivery.

RELIEFS SOUGHT:

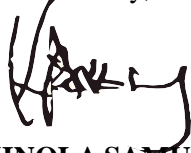
We hereby request that your esteemed office:

1. **Investigate PWAN PRIME and its executives** for failure to deliver on contractual obligations.
2. **Compel an immediate refund** of the total amount of **₦1,600,000**, with interest to cover losses incurred.
3. **Prosecute responsible parties** for fraud and financial misconduct.
4. Take preventive action to **warn the public and safeguard future investors** from similar treatment.

ATTACHED DOCUMENTS:

- Payment receipts for land and fees
- Copy of allocation letter
- Screenshot/email of land dispute notification

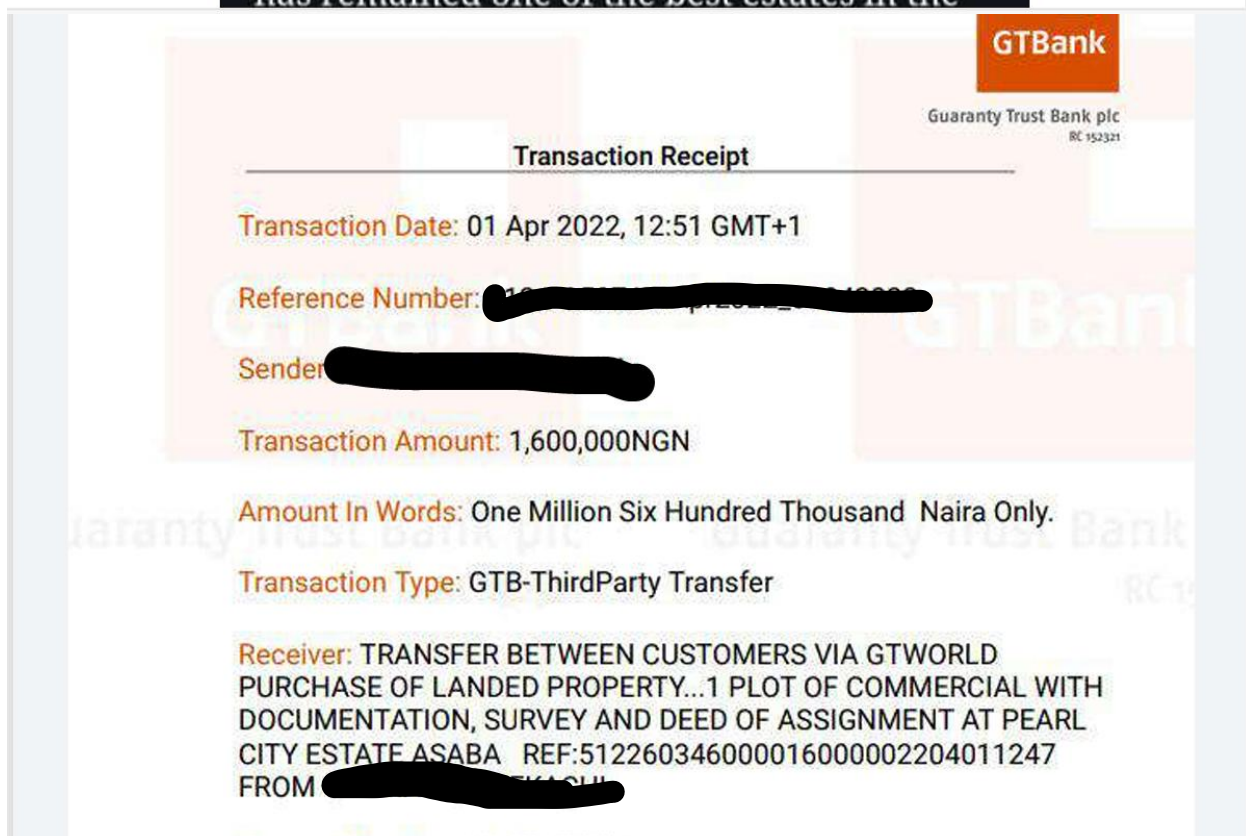
Yours faithfully,

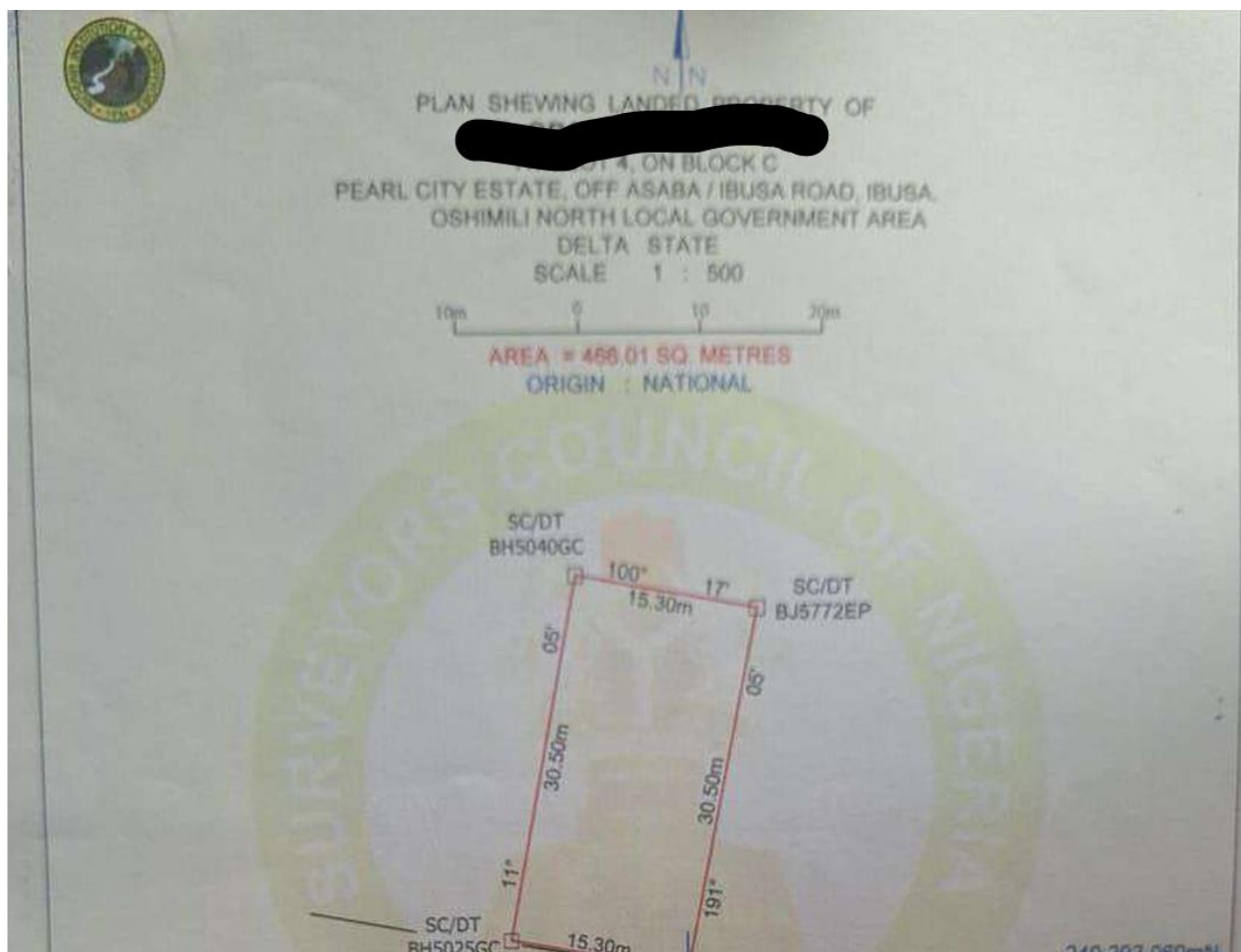


AKINOLA SAMUEL ELUYEFA ESQ
Principal Partner/Investor Partner

ELUYEFA CHAMBERS

On behalf of the Alleged Petitioner





DEED OF ASSIGNMENT

BETWEEN

PWAN-PRIME INVESTMENTS AND PROPERTIES LTD.
(ASSIGNOR)

AND


(ASSIGNEE)

IN RESPECT OF ONE (1) RESIDENTIAL PLOT (MEASURING 466.01 SQMS) AT PEARL CITY ASABA, SITUATE AT AKWU – UGBOKO, OGBEOWELE IBUSA, OSHIMILI NORTH LOCAL GOVERNMENT AREA, DELTA STATE.

4. **THE VENDOR COVENANT WITH THE PURCHASER** as follows:
 1. To allocate **One (1) Commercial Plot** of Land (measuring **464 square meters**) to the PURCHASER at the time of allocation in PEARL CITY, ASABA, situate at Ibusa Asaba, Delta State.
 2. To refund to the PURCHASER the total money paid less 10% administrative charges and 30% Agency fee, if the PURCHASER is no longer interested in the scheme at any time before taking possession.
 3. The Vendor hereby indemnifies the PURCHASER against loss (es) or adverse claim over the said **One (1) Commercial Plot** of land 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 **One (1) Commercial Plot** of land.
 - b. If the PURCHASER wishes to withdraw from this scheme at any time before taking possession:
 - i. To give a notice of 90 days, and 60 days thereafter if the refund is not ready at the expiration of the 1st notice.
 - ii. An administrative charge of 10% and 30% Agency fee shall be deducted.
6. **IT IS HEREBY FURTHER** agreed that:
 - a. The **PURCHASER** has been briefed and is fully aware of the status of the land 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 sealed this day and year first above written.

THE COMMON SEAL of **THE VENDOR** is affixed
PWAN-PRIME INVESTMENTS AND PROPERTIES LTD.

IN THE PRESENCE OF:

DIRECTOR

SECRETARY

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

In the presence of:

Name: _____

Address: _____

Occupation: _____

Signature: _____

Date: _____



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THIS AGREEMENT is made this _____ day of _____ 2022

BETWEEN

PWAN-PRIME INVESTMENTS AND PROPERTIES LTD a Limited Liability Company incorporated under the Laws of the Federal Republic of Nigeria with its office at 23A, Sura Mogaji Street, off Coker Road Ilupeju, 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

(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 **464 & 928 square meters** per plot situate and described as PEARL CITY ESTATE, ASABA.
3. The Vendor with intent to achieve its object of development of Schemes has procured PEARL CITY, ASABA, 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) Commercial Plot** of land (measuring **464 square meters**) and the Vendor shall allocate same within the Scheme to the

IT IS HEREBY AGREED that the PURCHASER has fully subscribed to **One (1) Commercial Plot** of land (measuring **464 square meters**) and the Vendor shall allocate same within the Scheme to the PURCHASER under the following terms and conditions:

1. The PURCHASER has paid the purchase sum of **₦1, 320,000.00 (One Million, Three Hundred and Twenty Thousand Naira)** Only, for the full subscription of the said **One (1) Commercial Plot** of land (measuring **464 square meters**) at PEARL CITY ESTATE, ASABA, the receipt of which the Vendor hereby acknowledges.
2. The PURCHASER shall bear the cost of the preparation of a Survey Plan in his name which shall be [REDACTED]
3. The PURCHASER shall contribute his proportionate share/cost of infrastructure and development levies to be communicated to subscribers at the appropriate time.
4. The PURCHASER shall endorse and comply with the Rules and Regulation to the Scheme to be provided by the Vendor prior to during or after the allocation of the **One (1) Commercial Plot** of land within the Scheme.
5. The Vendor shall allocate the **One (1) Commercial Plot** of land within the Scheme as subscribed for by the PURCHASER.
6. The Vendor shall from time to time make rules and regulations or issue directives towards the realization of the functionality of the Scheme.



CONTRACT OF SALE

BETWEEN

PWAN-PRIME INVESTMENTS AND PROPERTIES LTD
(THE VENDOR)

AND

[REDACTED]
(THE PURCHASER)

IN RESPECT OF ONE (1) COMMERCIAL PLOT OF LAND (MEASURING 464 SQM)
AT PEARL CITY, ASABA, SITUATE AT IBUSA, ASABA, DELTA STATE.



Contact Address: 23a, Sura Mogaji Street off Coker Road Ilupeju, Lagos. Tel: 0818888692,
Whatsapp: 0818888695. Email Address: pwanprime@gmail.com

OFFICIAL RECEIPT

Payment Date:	01 April 2022
Client Name:	[REDACTED]
Amount (N):	280,000.00
Balance (N):	-
The sum of:	TWO HUNDRED AND EIGHTY THOUSAND NAIRA ONLY.
Payment Details:	PWAN PRIME GT BANK A/C
Cost (N)	Being for: 1. Deed of Assignment 2. Registered Survey Plan 3. Plot Demarcation Fee.
100,000.00	Deed of Assignment for One (1) Plot (464Sqm) of undeveloped land located at Pearl City, Estate in Ibusa Asaba, Delta State.
150,000.00	Registered Survey Plan for One (1) Plot (464Sqm) of undeveloped land located at Pearl City, Estate in Ibusa Asaba, Delta State.
30,000.00	Plot Demarcation for One (1) Plot (464Sqm) of undeveloped land located at Pearl City, Estate in Ibusa Asaba, Delta State.
	Development levy (1) Plot of undeveloped land 464sqm, located at Pearl City Estate in Ibusa Asaba, Delta State.
For PWAN PRIME LTD:	ANUNIKE IFEYINWA



- Real Estate & Property Development
- Consultancy
- Land Survey
- Logistics

PWAN PRIME INVESTMENTS AND PROPERTIES LTD.

SALES RECEIPT

Sold to: [REDACTED]

Date: April 1, 2022

Receipt #: [REDACTED]

File #: [REDACTED]

Payment Method	Reconciling Bank	Estate	Duration		
OUTRIGHT	GT BANK	PEARL CITY, ASABA	3 MONTHS		
COMMERCIAL PLOT					
Qty	Size #	Description	Unit Price	Discount	Line Total
1.00	464SQM	Full Payment for One Plot (464sqm) of land at PEARL CITY, ASABA located at Ibusa, Asaba in Delta State.	1,620,000.00	₦300,000.00	1,320,000.00
		Outstanding Balance	Full Amount		
		-	1,620,000.00		
		Sub Payment	1,620,000.00		