



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 HALF (1/2)
RESIDENTIAL PLOT OF LAND FULLY PAID FOR AT CHOICE CITY, MELEGUN, OBAFEMI
OWODE LGA, OGUN STATE – ₦1,000,000**

We write on behalf of our client (hereinafter referred to as “**the Petitioner**”) to formally petition **PWAN Group** for **fraudulent misrepresentation, breach of contract, and refusal to allocate half (1/2) residential plot of land** fully paid for at **Choice City, Melegun, Obafemi Owoode Local Government Area, Ogun State, Nigeria**.

FACTUAL SUMMARY

1. The Vendor, **PWAN Group**, marketed **Choice City, Melegun** as a legitimate real estate development project situated in **Obafemi Owoode LGA, Ogun State**, with plots designated in sizes of **600sqm**.
2. The Petitioner subscribed to **half (1/2) residential plot of land** within the Choice City Estate and paid the full agreed purchase sum of **₦1,000,000 (One Million Naira Only)**.
3. PWAN Group issued a receipt acknowledging this payment and provided a Contract of Sale confirming the transaction.
4. Despite repeated assurances of **prompt allocation**, no physical allocation of the half plot has been made to date.
5. The Petitioner has made multiple follow-up visits, calls, and written requests demanding allocation but has only received excuses and evasive responses.

6. To this day, the Petitioner remains without valid title documents, physical possession, or a refund, resulting in serious **financial loss, wasted time, and emotional hardship.**

ALLEGED OFFENSES

The conduct of **PWAN Group** in this matter constitutes the following under Nigerian law:

- **Breach of Contract** — for failing to allocate the plot as agreed under the contract of sale;
- **Obtaining Money Under False Pretences** — contrary to **Section 419 of the Criminal Code Act**;
- **Criminal Breach of Trust** — contrary to **Section 312 of the Criminal Code Act, Cap C38, LFN 2004**;
- **Conspiracy to Defraud** — contrary to **Section 516 of the Criminal Code Act**;
- **Unfair Business Practices and Misrepresentation** — in violation of the **Federal Competition and Consumer Protection Act (FCCPA), 2019**;
- **Advance Fee Fraud** — contrary to the **Advance Fee Fraud and Other Fraud Related Offences Act, 2006**.

RELIEFS SOUGHT

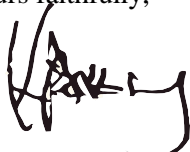
In view of the above, we respectfully request that your esteemed office:

1. Conduct a **thorough investigation** into **PWAN Group**, its directors, managers, and field agents responsible for the marketing and sale of plots at **Choice City, Melegun**.
2. Compel PWAN Group to either:
 - **Immediately allocate** the half (1/2) residential plot with valid title documents and physical possession; or
 - Refund the total sum of **₦1,000,000**, with interest and compensation for time wasted and emotional hardship.
3. Prosecute any officers, marketers, or agents found to have participated in fraudulent misrepresentation or misuse of the Petitioner's funds.
4. Enforce regulatory oversight to protect other unsuspecting buyers from falling victim to similar schemes.

ATTACHED DOCUMENTS

- Official receipt(s) evidencing the **₦1,000,000** payment;
- Contract of Sale;

Yours faithfully,



AKINOLA SAMUEL ELUYEFA ESQ

Principal Partner/Investor Partner

ELUYEFA CHAMBERS

On behalf of the Alleged Petitioner

CONTRACT OF SALE

BETWEEN

**PWAN EXCEL PROPERTY CHOICES LTD
RC: 1706754
(THE VENDOR)**

AND


(THE PURCHASER)

<p>IN RESPECT OF HALF (1/2) RESIDENTIAL PLOT OF LAND IN CHOICE CITY, MELEGUN TOWN, OBAFEMI OWODE LOCAL GOVERNMENT AREA, OGUN STATE, NIGERIA.</p>

THIS AGREEMENT is made this 22nd day of May, 2023

BETWEEN

PWAN EXCEL PROPERTY CHOICES LTD a Limited Liability Company incorporated under the Laws of the Federal Republic of Nigeria with its office at **16A, Sule Abuka Street, Off Opebi Road, By GTBank, Ikeja, Lagos State, Nigeria** (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] hereinafter referred to as '**THE PURCHASER**' which expression shall wherever the context so admits include her heirs, assigns and legal representatives) of the other part.

WHEREAS:

- A. 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 purchasers who subscribed to the Schemes.
- B. The Vendor has acquired a vast tract of land designated into plot sizes measuring **600sqm** situate at Obafemi Owode Local Government Area of Ogun State, Nigeria and described as CHOICE CITY, MELEGUN.
- C. The Vendor with intent to achieve its object of development of Schemes has procure CHOICE CITY, MELEGUN 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 HALF (1/2) Residential Plot of land (measuring **300sqm**) 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 **₦1,000,000.00 (One Million Naira)** Only for half (1/2) Residential Plot of land in CHOICE CITY, MELEGUN, the receipt of which the Vendor hereby acknowledges.
2. The Purchaser shall bear the cost of the preparation of a Survey Plan in her name which shall be

3. The Purchaser shall contribute her proportionate share/cost of infrastructure and development

THE VENDOR COVENANT WITH THE PURCHASER as follows:

- a) To allocate half (1/2) Residential Plot of Land situate in Choice City, Melegun, at Obafemi Owode Local Government Area of Ogun State, Nigeria to the Purchaser [REDACTED] at the time of allocation.
- b) 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 full possession.
- c) The Vendor hereby agrees to indemnify the Purchaser in full against loss(es) arising from defect in Vendors title or successful adverse claim over the said half (1/2) Residential Plot that will be allocated to the Purchaser within the Scheme.
- d) The Vendor hereby warrants that it has the full capacity to sell and transfer its residual interest in the Land to the Purchaser without let, hindrance or encumbrance.

THE PURCHASER HEREBY COVENANTS WITH THE VENDOR as follows:

- I. To pay per plot for her Survey, Deed of Assignment, Plot Demarcation and Development fees in respect of the Half (1/2) Residential Plot of land allocated to him.
- II. The purchaser is entitled to withdraw from the scheme only in the following circumstances and under these conditions:
 - i. **A REFUND:** Where the Purchaser wishes to withdraw from this scheme at any time before taking full possession at the time of allocation, she shall give a written notice of 90 days, and 60 days thereafter if the refund is not ready at the expiration of the 1st notice AND an administrative charge of 10% and 30% Agency fee shall be deducted.
 - ii. **A RESALE:** The Purchaser can only resale after taking full possession of the land in which case the Purchaser shall furnish the Vendor with the details of the new buyer in writing AND a 10% charge of the consideration sum shall be paid to the Vendor by the new buyer for the transfer of title documents.

IT IS HEREBY FURTHER agreed that:

1. The Purchaser has been briefed and is fully aware of the status of the land with respect to title and topography and has agreed to purchase the land as it is.
2. Both parties covenant to uphold these presents

IN WITNESS WHEREOF, the Parties have here to set their hands and seal, the day and year first above written.

THE COMMON SEAL of 'THE VENDOR' PWAN EXCEL PROPERTY CHOICES LTD is affixed

IN THE PRESENCE OF:

DIRECTOR

SECRETARY

SIGNED, SEALED AND DELIVERED

By the within named 'PURCHASER'

IN THE PRESENCE OF:

Name: _____

Address: _____

Occupation: _____

Signature: _____