### **ELUYEFA CHAMBERS**



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#### 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 (OAKWOOD ESTATE PHASE 2, IBEJU LEKKI, LAGOS) FOR FRAUD, UNLAWFUL CONCEALMENT, CRIMINAL BREACH OF TRUST, AND CONSPIRACY TO DEFRAUD – №1,080,000

We act as solicitors to the Petitioner, hereinafter referred to as "our client", and on their behalf, we write to lodge this formal petition against PWAN Group and its agents responsible for the marketing and sale of plots at Oakwood Estate Phase 2, Ibeju Lekki, Lagos State, for fraudulent misrepresentation, unlawful concealment, and breach of trust contrary to Nigerian law.

#### FACTUAL SUMMARY

1. In or around 2016, our client purchased one (1) residential plot of land at Oakwood Estate Phase 2, Ibeju Lekki, Lagos State, which was heavily marketed and sold by agents acting under the authority and control of the PWAN Group.

- 2. The total sum of №1,080,000 (One Million and Eighty Thousand Naira) was paid by our client to PWAN Group for the purchase of the said plot, based on express representations that the land was immediately available, free from all forms of encumbrance, and that physical allocation would follow promptly upon full payment.
- 3. Since making full payment, our client has made several repeated demands for allocation and possession of the purchased plot, but PWAN Group and its agents have persistently failed, refused, and neglected to allocate any land to our client to date.
- 4. PWAN Group has also failed to provide any credible explanation for its refusal to allocate the land, nor has it offered any valid replacement plot, refund of the total sum paid, or reasonable compensation for the continued denial of access and use.
- 5. Despite persistent follow-ups by our client over a period spanning **nine (9) years**, PWAN Group has failed to honor its contractual obligations or make any form of good faith effort to resolve the matter.
- 6. Our client's hard-earned funds have been unlawfully retained by PWAN Group for almost a decade without providing the contracted land, thereby causing our client significant financial hardship, stress, and emotional trauma.
- 7. The failure of PWAN Group to disclose any disputes, government restrictions, or encumbrances affecting the said estate at the time of sale or thereafter amounts to willful concealment of material facts and fraudulent inducement.

### CRIMINAL OFFENCES DISCLOSED

The actions and omissions of PWAN Group and its agents amount to serious violations of extant Nigerian criminal laws, including:

- Obtaining by False Pretence and Advance Fee Fraud contrary to Section 1(1)(a) & (3) of the Advance Fee Fraud and Other Fraud Related Offences Act, 2006;
- Criminal Breach of Trust contrary to Section 312 of the Criminal Code Act;
- Conspiracy to Defraud contrary to Section 516 of the Criminal Code Act;
- Fraudulent Concealment and Unfair Trade Practices contrary to Section 14 and other relevant sections of the Federal Competition and Consumer Protection Act (FCCPA), 2019;
- Unlawful Conversion of Property and Denial of Use.

### **PRAYERS**

In view of the foregoing, we respectfully urge your office to:

- 1. Launch an immediate and thorough criminal investigation into PWAN Group and its officers for fraudulently obtaining funds under false pretences, willful concealment of material facts, and non-performance;
- 2. Prosecute all culpable individuals for their roles in the misrepresentation, conversion, and breach of trust suffered by our client;
- 3. Recover and refund the sum of №1,080,000 to our client in full, or in the alternative, compel PWAN Group to immediately allocate a valid, unencumbered replacement plot within Ibeju Lekki or any equivalent estate acceptable to our client;

- 4. Compel PWAN Group to make full disclosure of any legal, administrative, or governmental impediments affecting Oakwood Estate Phase 2;
- 5. Award appropriate compensation to our client for the prolonged financial deprivation, stress, and damages suffered;
- 6. Take regulatory measures to restrain PWAN Group from further marketing or selling plots in Oakwood Estate Phase 2 or any other estate without resolving all outstanding obligations to existing subscribers;
- 7. Ensure restitution for all other victims similarly defrauded by PWAN Group's unfair and deceptive practices.

Our client is ready and willing to submit all relevant supporting documents, including payment receipts, correspondence, and any additional evidence to assist your office in conducting a robust investigation and prosecuting all those found responsible.

We thank you for your anticipated swift action in the interest of justice and the protection of innocent members of the public.

Yours faithfully,

AKINOLA SAMUEL ELUYEFA ESO

Principal Partner/Investor Partner

**ELUYEFA CHAMBERS** 

On behalf of the alleged petitioner





Dear MISS. ADEWUMI ENIOLA DAVINA (MINOR) ADEWUMI ROTIMI (GUARDIAN)

# ALLOCATION LETTER FOR A PLOT OF LAND AT OAKWOOD PARK PHASE 2 ESTATE, ELERANIGBE AREA, IBEJU-LEKKI

Congratulations Ma, we are pleased to inform you that one (1) plot of land have been allocated to you in Oakwood Park Phase 2 Estate, Eleranigbe, Ibeju-Lekki Local Government Area of Lagos State:

Please find the description of the allocation below:

LOCATION: Eleranigbe, Ibeju Lekki Area of Lagos State

SIZE: One (1) plot of Undeveloped land measuring 60ft by 120ft.

TITLE: Undeveloped parcel of Land presently going through the process of excision at the Ministry of lands, Alausa,

### Other things you will be required to do include the following:

- 1. To pay the sum of N50,000 only per plot, being the payment for your **Provisional Survey Plan** to be made in
- 2. To pay the sum of №20,000 only per plot for your plot demarcation (4 Corner Piece).

Payment shall be made into any Diamond Bank branch. Account Name: Folkland Property Development Company,

Your provisional Survey Copies --

\_\_\_\_, Эланнони вапк pranch. Account Name: Folkland Property Development Company, Account Number: 0035628388.

Your provisional Survey Copies containing full details of your plot will be made available to you after physical

We would kindly advice you on the cost for production of your Deed of Assignment at a later date.

Thank you so very much for partnering with us to make home ownership dreams a reality for as many people as we

Sincerely,

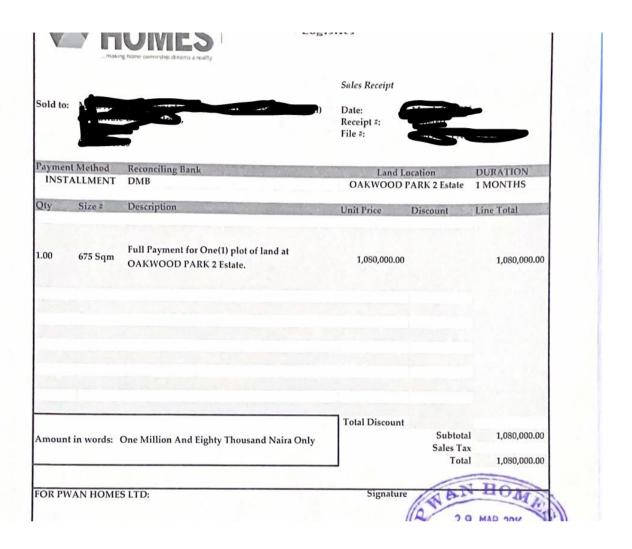
Barr. Emili Ajogwu

Legal Officer (Pwan Homes Ltd)

Mr. Michael Afam Okonkwo

utive Director (Pwan Homes Ltd) ...making nome ownership dreams a reality

www.pwanhomes.com



## **CONTRACT OF SALE**

**BETWEEN** 

### **PWAN HOMES LTD**

(THE VENDOR)

AND



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THIS AGREEMENT is made this	day of	2016	

#### BETWEEN

**PWAN HOMES LTD** a Limited Liability Company incorporated under the Laws of the Federal Republic of Nigeria with its office at No.6, Ogbeni Street by Golden Park Estate, Ogidan, Sangotedo, Ajah, 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.

Street, Lagos State (hereinafter referred to as 'THE PORCHASER' which expression shall wherever the

context so admits include her heirs, assigns and 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 675 square meters each situate and described as OAKWOOD PARK PHASE 2.
- 3. The Vendor with intent to achieve its object of development of Schemes has procure OAKWOOD PARK PHASE 2 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) plot of land (measuring 675 square meters) and the Vendor shall allocate same within the Scheme to the Purchaser

IT IS HEREBY AGREED that the Purchaser has fully subscribed to One (1) plot of land (measuring 675 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, 080,000 (One Million and Eighty Thousand Naira) for One (1) plot of land at OAKWOOD PARK PHASE 2, 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 MISS. ADEWUMI ENIOLA DAVINA (MINOR) with ADEWUMI ROTIMI (GUARDIAN).
- 3. The Purchaser shall contribute her 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) plot** within the Scheme
- The Vendor shall allocate the One (1) plot of land within the Scheme as subscribed for by the Purchaser.
- The Vendor shall from time to time make rules and regulations or issue directives towards the realization of the functionality of the Scheme.



### 4. THE VENDOR COVENANT WITH THE PURCHASER as follows:

- a. To allocate one (1) plot of Land to the PURCHASER at the time of allocation in OAKWOOD PARK PHASE 2 situate at Eleranigbe Area of Ibeju-Lekki Local Government Area, Lagos State.
- b. To refund to the PURCHASER the total money paid less 20% administrative charges and 10% Agency Fee, if the PURCHASER is no longer interested in the scheme at any time before taking full possession.
- c. The Vendor hereby indemnifies the Purchaser against loss (es) or adverse claim over the said One (1) plot allocated to the Purchaser within the Scheme.

### 5. THE PURCHASER HEREBY COVENANTS WITH THE VENDOR as follows:

- a. To pay for her Survey and legal fees in respect of the One (1) plot of land.
- b. If the PURCHASER wishes to withdraw from this scheme at any time:
  - To give a notice of 90 days, and 60 days thereafter if the refund is not ready at the expiration of the 1<sup>st</sup> notice.
  - ii. An administrative charge of 20% and 10% 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 hands and sealed the day and year first above written.

THE COMMON SEAL of THE VENDOR is affixed PWAN HOMES LTD

IN THE DRESENCE OF:

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