



**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 AND ISSUE DOCUMENTATION**

### **AFTER PAYMENT OF ₦6,810,000.00 (SIX MILLION, EIGHT HUNDRED AND TEN THOUSAND NAIRA ONLY)**

We write on behalf of our client (hereinafter referred to as “**the petitioner**”) to formally petition **PWAN Group**, specifically its subsidiary **PWAN Homes**, for persistent failure to fulfil contractual obligations in relation to two separate land purchases made in **2017**.

### **FACTS OF THE CASE:**

1. In **January 2017**, the petitioner purchased **three plots** of land at **Open Heaven Estate Phase 2**, comprising **two paid plots and one bonus plot** under a promotional offer. A total payment of **₦2,700,000.00 (Two Million, Seven Hundred Thousand Naira Only)** was made outright and shared equally among three individuals, with each receiving one plot. The petitioner received a **Deed of Transfer** from PWAN Homes confirming the transaction.
2. Despite having completed payment and receiving paper documentation, the petitioner has **not been allocated physical possession** of the land to date, thereby obstructing any developmental efforts.
3. In the **same year (2017)**, the petitioner also purchased a plot at **Paradise Garden Estate Phase 1**, paying **₦3,500,000.00 (Three Million, Five Hundred Thousand Naira)** in instalments.
4. Additionally, the petitioner paid **₦610,000.00** to PWAN Homes for:

- Survey Plan
- Deed of Assignment
- Plot Demarcation

However, **none of these services or documents** have been delivered despite the payments.

5. The failure of PWAN Homes to provide physical land or full documentation across both transactions for over **eight years** amounts to **a gross breach of trust, non-performance of contract, and possible fraudulent misrepresentation.**

### **APPLICABLE LEGAL BREACHES:**

The actions of PWAN Group may constitute violations of:

1. **Section 312, Criminal Code Act, Cap C38, LFN 2004** – Criminal breach of trust
2. **Section 419, Criminal Code Act** – Obtaining money by false pretences
3. **Consumer Protection Framework (2016)** – Mandating transparency and fairness in transactions

### **RELIEFS SOUGHT:**

In light of the clear breach and prolonged delay, we respectfully request that your office:

1. **Investigate PWAN Group and PWAN Homes** for breach of contract, deception, and potential real estate fraud
2. **Compel immediate physical allocation** of all paid plots
3. **Ensure issuance of all outstanding documentation** including the Deed of Assignment, Survey Plan, and Plot Demarcation
4. Alternatively, **order full refund** of the **₦6,810,000.00** with accrued interest
5. Take **regulatory action** against PWAN to prevent further consumer exploitation

### **ATTACHED DOCUMENTS:**

- Deed of Transfer (Open Heaven Estate Phase 2)
- Payment Receipts (~~₦2.7M~~ + ~~₦3.5M~~ + ~~₦610K~~)
- Any available correspondence with PWAN Homes

Yours faithfully,



**AKINOLA SAMUEL ELUYEFA ESQ**

*Principal Partner/Investor Partner*

**ELUYEFA CHAMBERS**

*On behalf of the Alleged Petitioner*



[www.diamondbank.com](http://www.diamondbank.com)

## Local Funds Transfer Receipt

| Transaction Details |  |
|---------------------|--|
| Reference No.       | 18090511031569268437   |
| Date                | 05/09/2018   |
| Branch              | Online Banking   |
| Sender Details      |  |
| Customer Name       | [REDACTED]   |
| Account No.         | *****0865  |
| Narration           | TRF FRM [*****0865] IFO [*****0776]. Final Installmental payment for paradise garden( Ibeju Lekki) |
| Beneficiary Details |  |
| Account Name        | PWAN HOMES LTD   |



HEAD OFFICE: Floor 1 to 5 PWRM Building, #M125, Lekki Expressway, Opposite Lagos State University (LASU), Ojo, Lagos.  
NEKA OFFICE: 16A, Sule Abaka Close, Off Opebi Road by GIB, Opebi, Lagos.  
Tel: +234-12956648, +234-14533669  
Email: info@pwanhomes.com

## Sales Receipt

Sold To:

Mrs

Date:

Receipt #:

File #:

Comment:

| Payment Method | Reconciling Bank                    | Estate                     | DURATION |
|----------------|-------------------------------------|----------------------------|----------|
| Outright       | 058152052 - Guaranty Trust Bank Plc | Open Heaven Estate Phase 2 |          |

| Description   | Line Total     |                |
|---|----------------|----------------|
| Being full payment for 2 Plot(s) of [OHE 2] Land at Open Heavens Phase 2                      | N 2,700,000.00 |                |
| Being full payment for 1 Plot(s) of [OHE 2] Land at Open Heavens Phase 2 (Free Plot on Promo) | 0.00           |                |
| Amount in words: Two Million, Seven Hundred Thousand Naira and Zero Kobo Only                 | Subtotal       | N 2,700,000.00 |
|   | Sales Tax      | N 0.00         |
|   | Total          | N 2,700,000.00 |

### Additional Information

Total Amount: N 2,700,000.00  
Outstanding Balance: N 0.00  
Plot Size: 600 Sqm  
Discount: 10.0%

FOR PWAN Homes Ltd:

Okoh Lawrence

Signature



# CONTRACT OF SALE

BETWEEN

**PWAN HOMES LTD**  
(THE VENDOR)

AND

~~MISS. HINNEN~~  
(THE PURCHASER)


IN RESPECT OF TWO (2) PLOTS PLUS 1 FREE PROMO PLOT OF LAND AT OPEN  
HEAVENS ESTATE SITUATE AT OMI-OLOPA VILLAGE, ARAPAGI, ELERANIGBE.

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ 2017

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.

AND

 (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:

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** per plot situate and described as OPEN HEAVENS ESTATE.
3. The Vendor with intent to achieve its object of development of Schemes has procured OPEN HEAVENS ESTATE 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.



**WHEREAS:**

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2. The Vendor has acquired a vast tract of land measuring **600 square meters each** per plot situate and described as OPEN HEAVENS ESTATE.
3. The Vendor with intent to achieve its object of development of Schemes has procured OPEN HEAVENS ESTATE 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 **Two (2) Plots plus 1 Free Promo Plot** of land (measuring **600 square meters each**) and the Vendor shall allocate same within the Scheme to the Purchaser under the following terms and conditions:

- a) The Purchaser have paid the purchase sum of **₦2, 700,000 (Two Million, Seven Hundred Thousand Naira)** for the full subscription of the said **Two (2) Plots plus 1 Free Promo Plot** of land at OPEN HEAVENS ESTATE, the receipt of which the Vendor hereby acknowledges.
- b) The Purchaser shall bear the cost of the preparation of a Survey Plan in her name which shall be ~~\_\_\_\_\_~~
- c) The Purchaser shall contribute her proportionate share/cost of infrastructure and development levies to be communicated to subscribers at the appropriate time.
- d) The Purchaser shall endorse and comply with the Rules and Regulation of the Scheme to be provided by the Vendor prior to during or after the allocation of the **Two (2) Plots plus 1 Free Promo Plot** within the Scheme.
- e) The Vendor shall allocate the **Two (2) Plots plus 1 Free Promo Plot** of land within the Scheme as subscribed for by the Purchaser.
- f) The Vendor shall from time to time make rules and regulations or issue directives towards the

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

- a. To allocate **Two (2) Plots plus 1 Free Promo Plot** of Land to the Purchaser at the time of allocation in OPEN HEAVENS ESTATE situate at Omi-Olopa Village, Arapagi, Eleranigbe, Ibeju-Lekki Area, Lagos State.
- 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 possession.
- c. The Vendor hereby indemnifies the Purchaser against loss (es) or adverse claim over the said **Two (2) Plots plus 1 Free Promo 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 **Two (2) Plots plus 1 Free Promo 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 1<sup>st</sup> 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 hands and sealed the day and year first above written.

THE COMMON SEAL of **THE VENDOR** is affixed  
**PWAN HOMES LTD.**



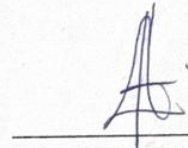
IN WITNESS WHEREOF, the Parties have hereto set their hands and sealed the day and year first above written.

THE COMMON SEAL of THE VENDOR is affixed

PWAN HOMES LTD

IN THE PRESENCE OF:

  
\_\_\_\_\_  
DIRECTOR

  
\_\_\_\_\_  
SECRETARY

SIGNED, SEALED AND DELIVERED

By the within named 'PURCHASER'



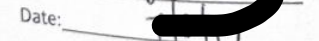
In the presence of:

Name: 

Address: 

Occupation: 

Signature: 

Date: 





**CORPORATE OFFICE**  
Floor 1 to 5 PURI MALL BUILDING, KM25, Lekki-Epe Expressway Opposite  
Former Lagos State University (LASU), Oko Ado, Ajah, Lagos.  
Telephone: +234-12956848  
Email: pwanlimited@gmail.com

NOVEMBER 15, 2018

[REDACTED]

Dear Valued Client,

**PHYSICAL ALLOCATION NOTIFICATION**

We hereby notify you of your allocation with the following information:

**Estate Name:** \_\_\_\_\_ PARADISE GARDENS ESTATE

**Quantity:** \_\_\_\_\_ 1 PLOT

**Plot Details:** \_\_\_\_\_ BLOCK D2 PLOT 7

**Date of Allocation:** \_\_\_\_\_ 15TH NOVEMBER, 2018

We request you to kindly note that this letter is temporary, pending the receipt of your Survey Plan. Subsequently, you are responsible for the clearing of your land after physical allocation.

Thank you for choosing **PWAN HOMES LTD.**

Yours faithfully,



HEAD OFFICE: 16A Sule Abuka Close off Opebi Road by GTB, Opebi, Ikeja, Lagos.  
Tel: +234 1 2956848

IKERAJA OFFICE: 16A Sule Abuka Close off Opebi Road by GTB, Opebi, Ikeja, Lagos.  
Tel: +234 1 2957206. Emails: pwanltd@yahoo.com, info@pwanhomes.com

30th January, 2017



Dear Ma,

**ALLOCATION NOTIFICATION LETTER FOR THREE PLOTS OF LAND AT OPEN HEAVENS ESTATE, OMI-OLOPA VILLAGE, ARAPAGI, ELERANIGBE, IBEJU-LEKKI L.G.A**

We write to notify you that Three (3) plots of land shall be allocated to you at Open Heavens Estate situate at Omi-Olopa Village, Arapagi, Eleranigbe, Ibeju-Lekki L.G.A, Lagos State.

Please find below the description of the allocation:

**LOCATION:** Eleranigbe Area, Ibeju Lekki Area of Lagos State.

**SIZE:** Three (3) plots of Undeveloped parcel of land measuring 600 square meters each.

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

You are required to make the following payments before your allocation:

1. **Provisional Survey Plan Fee:** To pay the sum of ₦50,000 only per plot, being the payment for your Provisional Survey Plan to be made in your name.
2. **Plot Demarcation Fee:** To pay the sum of ₦20,000 only per plot for your plot demarcation.
3. **Deed of Assignment Fee:** To pay the sum of ₦100,000 only per plot, being the payment for your Deed of Assignment.
4. **Development Fee:** We would kindly advice you on the cost for the Development fee at a later date.

Payment shall be made into any **Diamond Bank** branch. Account Name: **Folkland Property Development Company**, Account Number: **0035628388**.

Your provisional Survey Copies containing full details of your plots shall be made available to you after your physical allocation.

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

Sincerely,

Barr. Emili Ajogwu  
Legal Officer (Pwan Homes Ltd)

Mr. Michael Afam Okonkwo  
Executive Director (Pwan Homes Ltd)



...making home ownership dreams a reality

www.pwanhomes.com