



07077513836



eluyefachambers@gmail.com

**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 HOMES (PWAN GROUP) FOR LAND FRAUD, NON-ALLOCATION, AND BREACH OF CONTRACT – ₦8,050,107.50 TOTAL MONETARY LOSS**

We write to formally petition **PWAN HOMES (a member of the PWAN GROUP)** for engaging in fraudulent real estate practices, misrepresentation, and breach of trust in connection with the sale of multiple plots of land. Despite receiving a total sum of **₦8,050,107.50** from our client, PWAN has failed to allocate any of the purchased plots or provide valid supporting documents to date. This conduct amounts to a calculated scheme to defraud, and it has caused significant financial and emotional distress to the victim.

## DETAILED FACTS OF THE CASE

1. On or about **15th November 2024**, our client entered into a land transaction with **PWAN HOMES**, acting through their branch office located at **Puri Mall, Sangotedo, Lagos State**. The transaction involved the purchase of **three (3) plots** of land at the **Ode-Omi Flourish Spring Phase 2 estate**, at the rate of **₦900,000 per plot**, totalling **₦2,700,000**. The land size was specified to be **500 square metres per plot**.
2. On **10th April 2025**, our client further purchased **one (1) additional plot** of land at **Flourish Colony, Epe**, for the sum of **₦2,500,000**, under similar terms and conditions. The property was also marketed and sold by **PWAN HOMES**, purportedly under their Flourish-branded estate portfolio.
3. All payments were made via bank transfer directly to accounts linked to PWAN HOMES, with the following payment records:
  - **₦5,390,053.75** paid on **14th November 2024**, as confirmed by the attached bank statement and payment receipt.
  - **₦2,660,053.75** paid on **30th December 2024**, also evidenced by attached proof of payment and account statement.
4. In total, the client has paid **₦8,050,107.50** for the purchase of four (4) plots of land under the belief that the properties would be allocated promptly, and all requisite documentation (e.g., Contract of Sale, Allocation Letter, Survey Plan, or Deed of Assignment) would be issued.
5. Despite repeated visits to PWAN HOMES' offices, written follow-ups, and telephone calls, the company has **failed, refused, and/or neglected** to allocate any of the lands or issue valid documentation as agreed.
6. The prolonged silence, failure to perform contractual obligations, and evasiveness on the part of PWAN HOMES raise serious concerns about deliberate **real estate fraud, misappropriation of funds, and criminal intent** to exploit unsuspecting buyers.

## APPLICABLE LEGAL BREACHES

The conduct of PWAN HOMES and/or its agents amounts to the following criminal and civil breaches under Nigerian law:

- **Advance Fee Fraud** – Offence under **Section 419 of the Nigerian Criminal Code**, which prohibits obtaining money under false pretences.
- **Criminal Breach of Trust** – **Section 312 of the Criminal Code**, for converting another's money dishonestly after receiving it in trust.
- **Deceptive Marketing and Misrepresentation** – Offence under **Section 14 of the Federal Competition and Consumer Protection Act (FCCPA) 2019**, which prohibits misleading representations and unfair trade practices.
- **Breach of Contract** – For failure to perform express obligations relating to land allocation and documentation after payment.

## RELIEFS SOUGHT

In light of the foregoing, we respectfully request that the relevant investigative and prosecutorial authorities take the following steps:


1. **Launch a full criminal and civil investigation** into PWAN HOMES and the promoters behind these fraudulent land schemes.
2. **Compel immediate allocation** of all four (4) paid-for plots, with valid and complete documentation (including but not limited to: survey plan, deed of assignment, and allocation letter).
3. In the alternative, **order a full refund** of **₦8,050,107.50** to our client, inclusive of statutory interest and punitive damages for emotional distress and loss of use.
4. **Commence criminal prosecution** against all parties found culpable under the relevant provisions of Nigerian law.
5. **Blacklist and sanction PWAN HOMES and its associated subsidiaries** from further real estate practice, pending regulatory reform or restitution to all affected consumers.

## ATTACHED DOCUMENTS (EVIDENCE)

1. Copies of PWAN-issued **payment receipts** for the land transactions.
2. Copies of **bank statements** confirming:
  - o **₦5,390,053.75** paid on **14 November 2024**
  - o **₦2,660,053.75** paid on **30 December 2024**
3. Communications and records of follow-up attempts made by the client.

We urge the authorities to act swiftly to protect consumers from the growing threat of real estate fraud and restore confidence in the property sector. The repeated pattern of non-allocation, broken promises, and financial exploitation perpetrated by PWAN HOMES poses a significant danger to the investing public and demands decisive legal action.

Yours faithfully,



**AKINOLA SAMUEL ELUYEFA ESQ**

*Principal Partner/Investor Partner*

ELUYEFA CHAMBERS

*On behalf of the Alleged Petitioner*



**HEAD OFFICE** Floor 1 to 5 Puri Mail Building, KM25, Lekki Epe Expressway, Opposite Lagos State University (LASU), Ojo Ado, Ajah, Lagos  
**IKEJA OFFICE** 16A Sule Abuka Close, Off Opebi Road by GTB, Opebi, Ikeja, Lagos  
Tel: +234-12956848, +234-14533669  
Email: info@pwanhomes.com

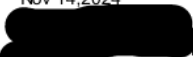
## Sales Receipt

Sold To:



Date: Nov 14, 2024

Receipt #:



File #:

Comment:



Payment Method	Reconciling Bank	Estate	Duration
Outright	ZENITH BANK	FLOURISH COLONY EPE	

Description	Line Total	
Being full payment for 1.00 Unit(s) of [DOA] Deed of Assignment	₦ 100,000.00	
Being full payment for 1.00 Unit(s) of [PSV] Provisional survey	₦ 60,000.00	
Being full payment for 1.00 Unit(s) of [PD] Plot Demarcation	₦ 70,000.00	
Amount in words: Two Hundred Thirty Thousand Naira and Zero Kobo Only	Subtotal	₦ 230,000.00
	Tax	₦ 0.00
	Total	₦ 230,000.00
Additional Information		
Total Amount: ₦ 230,000.00		
Outstanding Balance: ₦ 0.00		
Size per Plot: 500 Sqm		



**HEAD OFFICE:** Floor 1 to 5 FURI Mall Building, KM25, Lekki Epe Expressway, Opposite Lagos State University (LASU), Ojo Ado, Ajah, Lagos  
**IKEJA OFFICE:** 16A Sule Abuka Close, Off Opebi Road by GTB, Opebi, Ikeja, Lagos  
**Tel:** +234-12956848, +234-14533669  
**Email:** info@pwanhomes.com

## Sales Receipt

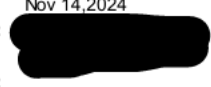
Sold To:



08028285069

Date: Nov 14, 2024

Receipt #:



File #:

Comment:

Payment Method	Reconciling Bank	Estate	Duration
Outright	ZENITH BANK	FLOURISH COLONY EPE	

Description	Line Total	
Being full payment for 1.00 Unit(s) of [FCOL] FLOURISH COLONY EPE	₦ 1,770,000.00	
Amount in words: One Million, Seven Hundred Seventy Thousand Naira and Zero Kobo Only	Subtotal	₦ 1,770,000.00
	Tax	₦ 0.00
	Total	₦ 1,770,000.00
Additional Information		
Total Amount: ₦ 1,770,000.00		
Outstanding Balance: ₦ 0.00		
Size per Plot: 500 Sqm		

FOR PWAN Homes Ltd:
OLUOMA NZENWUGO



(LASU), Uko Ado, Ajah, Lagos  
**IKEJA OFFICE:** 16A Sule Abuka Close, Off Opebi Road by GTB, Opebi, Ikeja, Lagos  
**Tel:** +234-12956848, +234-14533669  
**Email:** info@pwanhomes.com

## Sales Receipt

Sold To:

[REDACTED]

Date: Nov 14, 2024

Receipt #:

[REDACTED]

File #:

Comment:

Payment Method	Reconciling Bank	Estate	Duration
Outright	ZENITH BANK	Flourish Spring Estate, Odeomi 2	

Description	Line Total	
Being full payment for 3.00 Unit(s) of [DOA] Deed of Assignment	₦ 300,000.00	
Being full payment for 3.00 Unit(s) of [PSV] Provisional survey	₦ 180,000.00	
Being full payment for 3.00 Unit(s) of [PD] Plot Demarcation	₦ 210,000.00	
Amount in words: Six Hundred Ninety Thousand Naira and Zero Kobo Only	Subtotal	₦ 690,000.00
	Tax	₦ 0.00
	Total	₦ 690,000.00

### Additional Information

Total Amount: ₦ 690,000.00  
Outstanding Balance: ₦ 0.00  
Size per Plot: 500 Sqm

FOR PWAN Homes Ltd:

[REDACTED]



**HEAD OFFICE:** Floor 1 to 5 FUR Mail Building, KM25, Lekki Epe Expressway, Opposite Lagos State University (LASU), Ojo Ado, Ajah, Lagos  
**IKEJA OFFICE:** 16A Sule Abuka Close, Off Opebi Road by GTB, Opebi, Ikeja, Lagos  
**Tel:** +234-12956848, +234-14533669  
**Email:** info@pwanhomes.com

## Sales Receipt

Sold To:

[REDACTED]

Date: Nov 14, 2024

Receipt #:

[REDACTED]

File #:

Comment:

Payment Method	Reconciling Bank	Estate	Duration
Outright	ZENITH BANK	Flourish Spring Estate, Odeomi 2	

Description	Line Total	
Being full payment for 3.00 Unit(s) of [FSOD2] Flourish Spring Estate, Odeomi 2	₦ 2,700,000.00	
Amount in words: Two Million, Seven Hundred Thousand Naira and Zero Kobo Only	Subtotal	₦ 2,700,000.00
	Tax	₦ 0.00
	Total	₦ 2,700,000.00
Additional Information		
Total Amount: ₦ 2,700,000.00		
Outstanding Balance: ₦ 0.00		
Size per Plot: 500 Sqm		

FOR PWAN Homes Ltd:

# CONTRACT OF SALE

BETWEEN

**PWAN HOMES LTD**  
(THE VENDOR)

AND

[REDACTED]  
[REDACTED]

IN RESPECT OF THREE (3) RESIDENTIAL PLOTS OF LAND AT FLOURISH SPRING  
ESTATE ODE-OMI PHASE 2, LAGOS STATE SITUATE AT ODE-OMI, IBEJU-LEKKI  
LOCAL GOVERNMENT AREA OF LAGOS STATE



THIS AGREEMENT is made this 21<sup>st</sup> day of March, 2025.

**BETWEEN**

**PWAN HOMES LTD** a Limited Liability Company incorporated under the Laws of the Federal Republic of Nigeria with its office at Puri Mall Building, Floor 1-5, KM 25, Lekki-Epe Expressway, Opposite Leawood Hotel, 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]  
(hereinafter referred to as **'THE PURCHASER'** which expression shall wherever the context so admits include She/Her, 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 Subscribers to the Schemes.
  - b. The Vendor has acquired a vast tract of land measuring **500 square meter** situate and described as **FLOURISH SPRING ESTATE ODE – OMI PHASE 2, LAGOS STATE**.
  - c. The Vendor with intent to achieve its object of development of Schemes has procured **FLOURISH SPRING ESTATE ODE – OMI PHASE 2, LAGOS STATE** hereinafter referred to 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.
1. **IT IS HEREBY AGREED** that the **PURCHASER** have fully subscribed to **THREE (3) RESIDENTIAL PLOTS** of land measuring **500 square meters, PER PLOT** and the Vendor shall allocate same within the Scheme to the **PURCHASER** under the following terms and conditions:
    - a) The **PURCHASER** has paid the purchase sum of **₦ 2,700,000.00 (Two Million, Seven Hundred Naira)** only for the full subscription of the said **THREE (3) RESIDENTIAL PLOTS** of land measuring **500 square meters, PER PLOT** at **FLOURISH SPRING ESTATE ODE – OMI PHASE 2**

2. **THE VENDOR COVENANTS WITH THE PURCHASER** as follows:
- To allocate **THREE (3) RESIDENTIAL PLOTS** of land measuring 500 square meters, **PER PLOT**) to the PURCHASER at the time of allocation in FLOURISH SPRING ESTATE PHASE 2 situate at ODE – OMI, LAGOS STATE.
  - The Vendor hereby undertakes to indemnify the PURCHASER against loss(es) or adverse claim over the said **THREE (3) PLOTS** allocated to the PURCHASER within the Scheme.
3. **THE PURCHASER HEREBY COVENANT WITH THE VENDOR** as follows:
- To pay for his/her Survey and legal fees in respect of the **Three (3) RESIDENTIAL PLOTS** of land measuring 500 square meters, **PER PLOT**.
  - If the PURCHASER wishes to withdraw from this scheme, the following shall apply;
    - The PURCHASER' request to withdraw from this scheme can only be processed if the PURCHASER is unable to complete payment for the subscribed property.
    - The request can only be processed within the subscribed payment plan period or within Six (6) months immediately after the subscribed payment plan period.
    - The PURCHASER is to give a notice of 90 days, and further 60 days if the refund is not ready at the expiration of the 1<sup>st</sup> notice.
    - An administrative charge of 10% and 30% Agency fee shall be deducted.
4. **IT IS HEREBY FURTHER** agreed that:
- The PURCHASER has been fully briefed of the status of the Land, orally and in the Frequently Asked Question (FAQ)/Terms and Conditions and has agreed to purchase the land in line with the terms of the FAQ/ T&Cs and as herein contained.
  - Both parties covenant to uphold these presents.

IN WITNESS WHEREOF, the Parties have executed this Contract in the manner below, the day and year first above written.

THE COMMON SEAL of 'THE VENDOR'  
PWAN.HOMES LIMITED is hereunto affixed  
In the presence of:

\_\_\_\_\_  
DIRECTOR

\_\_\_\_\_  
SECRETARY

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

