



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 FOR FAILURE TO ALLOCATE LAND AFTER FULL PAYMENT – 2 PLOTS AT PHPAC 2 (2016)

We write on behalf of our client (hereinafter referred to as “the alleged petitioner”) to formally petition PWAN for breach of contract, misrepresentation, and financial misconduct in connection with the sale of two plots of land at PHPAC 2, purchased since 2016.

FACTS OF THE CASE:

- Sometime in **2016**, the petitioner purchased **two plots of land** from PWAN in **PHPAC 2** and was issued an **allocation paper** as confirmation of the transaction.
- However, **no physical land has been allocated to the petitioner** to date.
- Despite **repeated visits and follow-ups**, the petitioner has received **no positive response**, even after requesting that the land be **relocated to another site**.
- Although some documents may have been misplaced, the **Deed of Transfer** remains available and is attached as evidence of the transaction.

APPLICABLE LEGAL BREACHES:

The conduct of PWAN potentially violates:

- **Section 419 of the Criminal Code Act** – Obtaining money or property under false pretences.
- **Section 312 of the Criminal Code Act, Cap C38, LFN 2004** – Criminal breach of trust.
- **Consumer protection laws** mandating fulfillment of contract terms and fair service delivery.

RELIEFS SOUGHT:

We respectfully request that your office:

1. Investigate PWAN's handling of land allocations at PHPAC 2 and the petitioner's specific case.
2. Prosecute any persons or entities found to be culpable in this breach of contract and trust.
3. Compel PWAN to either:
 - **Allocate two plots of land as originally agreed**, or
 - **Refund the full value of the plots**, with interest.
4. Implement regulatory actions to **protect other consumers** from ongoing or future deception.

ATTACHED DOCUMENTS:

- **Deed of Assignment** (copy attached)

Yours faithfully,



AKINOLA SAMUEL ELUYEFA ESQ

Principal Partner/Investor Partner

ELUYEFA CHAMBERS

On behalf of the Alleged Petitioner

DEED OF ASSIGNMENT

BETWEEN

PWAN HOMES LIMITED
(ASSIGNOR)

AND

~~MEYERSON HOMES LIMITED~~
(ASSIGNEE)

IN RESPECT OF ALL THAT PARCEL OF LAND KNOWN AS BLOCK B9 PLOT 13 AND 15 IN PHPAC 2 ESTATE, SITUATE AT MAYUNRE VILLAGE, ELERANIGBE AREA OF IBEJU-LEKKI/EPE LOCAL GOVERNMENT AREA OF LAGOS STATE.

THIS DEED OF ASSIGNMENT is made this ____ day of ____ 20__

BETWEEN

PWAN HOMES LIMITED a property marketing and investment company with its office at No. 6, Ogbeni Street, THERA Annex, by Golden Plaza Estate, Ogidan, Sangotedo, Lagos State, Nigeria (hereinafter referred as **"THE ASSIGNOR"** which expression shall where the context so admits mean and include its successors-In-Title, Executors, Authorized Representatives and Assigns) on the first part.

AND

MR. [REDACTED] (hereinafter called **"THE ASSIGNEE"** which expression shall where the context so admits mean and include his Heirs, Executors, Administrators, Assigns and Legal Representatives) of the other part.

WHEREAS:

1. All that piece and parcel of land situate, lying and being at **Mayunre Village, Eleranigbe, Ibeju – Lekki / Epe Local Government Area, Lagos State** and measuring approximately **Two (2) Residential Plots of land of 1339.560Sqm** (hereinafter referred to as **"The Demised Property"**) forms part of the vast land assigned and sold to the Assignor by the Oluyemi Family of Mayunre Village, Ibeju – Lekki / Epe Local Government Area, Lagos State who were the owners of the land from time immemorial.
2. The **ASSIGNOR** is desirous of assigning all its interest in the **Demised Property** to the **ASSIGNEE** and the **ASSIGNEE** has agreed to purchase the Demised Property from the Assignors.

NOW THIS DEED WITNESSES AS FOLLOWS:

That in consideration of the foregoing agreement and its recitals, and in consideration of the sum of **₦900, 000 (Nine Hundred Thousand Naira)** only, paid by the Assignee to the Assignor (the receipt whereof the Assignor hereby acknowledges), the Assignor as **BENEFICIAL OWNER** and with the consent of the Governor of Lagos State, hereby absolutely assign unto the Assignee its unexpired interest in **ALL THAT Two (2) Residential Plots of land**, with all easements, rights and appurtenances whatsoever to the said property and with its dimensions and abuttal thereon over the Two (2) Residential Plots of land situate, lying and being at **Mayunre Village, Eleranigbe, Ibeju – Lekki/Epe Local Government Area, Lagos State** with an area measuring 1339.560 square metres with its dimensions and abuttals more clearly described and delineated in the Survey Plan No: **GNA/2999/PV114/2017/LA** and more particularly delineated in the schedule attached hereto **TO HOLD** the same **UNTO** the use and enjoyment of the Assignee free from all encumbrances and discharged from all incidents of customary and other modes of tenures and subject to the Land Use Act, 1978.

Page 2 of 4

THE ASSIGNOR COVENANT WITH THE ASSIGNEE AS FOLLOWS:

1. The Assignor hereby covenant that it possesses full power, authority and right to assign its unexpired rights, interests and title in the property to the Assignee and that the Assignee shall peaceably hold and enjoy the **"DEMISED PROPERTY"** and interest assigned

THE ASSIGNOR COVENANT WITH THE ASSIGNEE AS FOLLOWS:

1. The Assignor hereby covenant that it possesses full power, authority and right to assign its unexpired rights, interests and title in the property to the Assignee and that the Assignee shall peaceably hold and enjoy the **"DEMISED PROPERTY"** and interest assigned throughout the term hereby created without any interruption and/or disturbance by the Assignor or any person(s) rightfully claiming through, under or in trust for it.
2. The Assignor hereby warrant in respect of its title that there are no subsisting third party rights, interests, charges and encumbrances whatsoever existing or attached to the Demised Property.
3. The Assignor covenants to assist the Assignee (at the Assignee's expense) in securing all necessary documents and to do such further acts and/or execute further documents that may be necessary any time it is called upon to do so for the purpose of effectively vesting the **"DEMISED PROPERTY"** in the Assignee.
4. The Assignor further covenants to indemnify the Assignee, his Heirs, Executors, Administrators, Assigns and Legal Representatives from and/or against all proceedings, costs, claims, expenses, and liabilities, whatsoever, arising from any defect in the title of the Assignor, in relation to the property, and to refund the Assignee, the full consideration paid, together with interest at the prevailing bank rate.
5. The Assignee hereby covenants to assume and perform all rights, duties, and covenants hitherto required of the Assignor including the payment of all land and development charges, rates and levies which may from time to time be imposed by the Governor of Lagos State or any other competent authority.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written:

THE COMMON SEAL OF THE ASSIGNOR is hereby affixed
In the Presence of:



DIRECTOR



DIRECTOR/SECRETARY

SIGNED, SEALED AND DELIVERED by the within named Assignee



MR. [REDACTED]

In the Presence of:

Name: [REDACTED]

Address: [REDACTED]

Occupation: TEACHING

Signature: [REDACTED]