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 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

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 (EDEN WATERS ESTATE) FOR FRAUD, CRIMINAL BREACH OF TRUST, NON-ALLOCATION, AND REFUSAL TO REFUND – ₦1,000,000

We are solicitors to the Petitioner, hereinafter referred to as “our client,” and on their behalf, we respectfully lodge this formal complaint against **PWAN Group** for acts amounting to **fraud, criminal breach of trust, misrepresentation, and refusal to refund**, despite full payment for a plot of land at **Eden Waters Estate** since 2021.

FACTUAL SUMMARY

1. In **2021**, our client purchased **one (1) plot of land measuring 600 square meters** at **Eden Waters Estate**, through a registered PWAN realtor.
2. The total sum of **₦1,000,000 (One Million Naira Only)** was paid to PWAN, and the company issued a **payment receipt and agreement** acknowledging the transaction and promising allocation.
3. However, despite over **three years having passed**, PWAN has **neither allocated the land nor refunded the money**.
4. Several efforts have been made by our client to request **physical allocation or a refund**, but PWAN and its agents have failed, refused, and/or neglected to respond.
5. As at today, the value of similar plots in the Eden Waters area has risen to over **₦10,000,000**, yet our client has been **deprived of access, value, and investment returns** for a property fully paid for.
6. The continued withholding of funds and denial of access to the land amounts to a **deliberate and**

coordinated scheme to defraud, and has caused our client emotional distress, financial damage, and investment loss.

CRIMINAL OFFENCES DISCLOSED

The actions of PWAN Group and its officers constitute the following offences under Nigerian law:

- **Advance Fee Fraud / Obtaining by False Pretence** – Section 1(1)(a) and (3), *Advance Fee Fraud and Other Fraud Related Offences Act, 2006*;
- **Criminal Breach of Trust** – Section 312, *Criminal Code Act*;
- **Conspiracy to Defraud** – Section 516, *Criminal Code Act*;
- **Cheating and Misrepresentation** – Section 421, *Penal Code Act* (where applicable);
- **Failure to Deliver Services as Advertised** – Section 14, *Federal Competition and Consumer Protection Act, 2019*.

PRAYERS

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

1. Launch an urgent **criminal investigation** into the activities of PWAN Group concerning Eden Waters Estate;
2. **Prosecute all individuals and officers** found to have deliberately withheld allocation or diverted client funds;
3. **Recover and refund the sum of ₦1,000,000**, together with **statutory interest and compensation for investment loss**;
4. Prevent PWAN from **further advertising or selling unallocated plots** pending resolution of existing fraud claims;
5. **Ensure restitution and legal accountability** for all similarly affected buyers under the Eden Waters Estate scheme.

Attached herewith are:

- **Proof of payment** issued by PWAN;
- **Copy of agreement** provided by the realtor and PWAN;
- **Email metadata confirming transaction** (scanned via Gmail).

We are ready to submit a sworn affidavit and cooperate fully with your office during the course of investigation and enforcement.

Thank you for your anticipated action.

Yours faithfully,



AKINOLA SAMUEL ELUYEFA ESQ

Principal Partner/Investor Partner

ELUYEFA CHAMBERS

On behalf of the alleged petitioner

CONTRACT OF SALE

BETWEEN

PWAN HOMES LTD
(THE VENDOR)

AND

IN RESPECT OF ONE (1) RESIDENTIAL PLOT OF LAND AT EDEN WATERS ESTATE
SITUATE AT ODE-OMI AREA, IBEJU-LEKKI LOCAL GOVERNMENT AREA, LAGOS
STATE.

PREPARED BY:

EMMANUEL NDUBUISI, ESQ.
C/O THE LAW FIRM OF OLUKAYODE A. AKOMOLAFE
2, OLUFUNMILOLA OKIKIOLU STREET,
OFF TOYIN STREET,
IKEJA,
LAGOS.

THIS AGREEMENT is made this 28th day of May, 2021

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 LASU, 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] 14A, New Life Road, [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:

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 **300 and 600 square meters each** situate and described as EDEN WATERS ESTATE.
3. The Vendor with intent to achieve its object of development of Schemes has procured EDEN WATERS 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 **One (1) Residential plot of land** (measuring **600 square meters**) 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 the full subscription of the said **One (1) Residential plot of land** at EDEN WATERS ESTATE, 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 **MRS. UKACHUKWU SHULAMMITE CHIOMA**.
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) Residential plot within** the Scheme.
5. The Vendor shall allocate the **One (1) Residential plot of land** within the Scheme as subscribed for by the purchaser.
6. 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:

1. To allocate **One (1) Residential plot of Land** to the purchaser at the time of allocation in EDEN WATERS ESTATE situate at Ode-Omi Area, Ibeju-Lekki Local Government Area, Lagos State.
2. 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.
3. The Vendor undertakes to indemnify the purchaser against loss (es) or adverse claim over the said **One (1) Residential 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) Residential plot of land**.
 - b. If the purchaser wishes to withdraw from this scheme at any time before taking full possession:
 - i. To give a notice of 90 days, and 60 days thereafter if the refund is not ready at the expiration of the 1st 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 hand and seal this 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'S

In the presence of:

On

Signature