



**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 EXCEL FOR FAILURE TO ALLOCATE LAND

### AFTER PAYMENT OF ₦2,400,000.00 (TWO MILLION, FOUR HUNDRED THOUSAND NAIRA ONLY)

We write on behalf of our client (hereinafter referred to as “**the petitioner**”) to formally petition **PWAN Excel** over its failure to fulfil contractual obligations regarding the allocation of two plots of land purchased in Asaba.

### FACTS OF THE CASE:

1. The petitioner purchased two plots of land from PWAN Excel located in Asaba, making full payment of ₦2,400,000.00 (Two Million, Four Hundred Thousand Naira Only). The payment consisted of ₦1,500,000.00 for the land and ₦900,000.00 for documentation fees.
2. Despite full payment, the petitioner did not receive land allocation or any meaningful communication for over two years, despite numerous attempts to follow up.
3. After personally visiting PWAN Excel’s office, the petitioner was informed that the allocation period had ended and the reason for non-allocation was an unpaid documentation fee — which the petitioner was then asked to pay.
4. The petitioner paid the additional ₦900,000.00 documentation fee as requested, yet still no allocation was made.
5. Since then, PWAN Excel has ceased all communication, with emails and text messages going unanswered, and the Managing Director, Doris Lewis, refusing to answer calls.

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## **APPLICABLE LEGAL BREACHES:**

The actions of PWAN Excel potentially violate the following laws of the Federal Republic of Nigeria:

1. **Section 312 of the Criminal Code Act, Cap C38, LFN 2004** – Criminal breach of trust.
  2. **Section 419 of the Criminal Code Act** – Obtaining property under false pretences.
  3. Consumer Protection Regulations – Failing to honour payment agreements and deliver promised services.
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## **RELIEFS SOUGHT:**

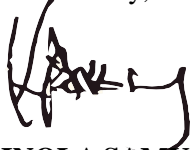
Given the length of delay and continued breach, we respectfully request that your office:

1. Investigate PWAN Excel and its agents for failure to allocate land despite full payment.
  2. Prosecute responsible officers and agents involved in the non-allocation and communication failure.
  3. Compel PWAN Excel to either allocate the two plots of land as paid for or provide a full refund of ₦2,400,000.00 with accrued interest.
  4. Take regulatory action to prevent future customers from suffering similar treatment.
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## **ATTACHED DOCUMENTS:**

- Proof of payment for land and documentation fees
- Email and message correspondence

Yours faithfully,



**AKINOLA SAMUEL ELUYEFA ESQ**

*Principal Partner/Investor Partner*

ELUYEFA CHAMBERS

*On behalf of the Alleged Petitioner*

# CONTRACT OF SALE

BETWEEN

**PWAN EXCEL PROPERTY CHOICES LTD**  
**RC: 1706754**  
**(THE VENDOR)**

AND

**[REDACTED]**  
**(THE PURCHASER)**



Office: 16A, Sule Abuka Street,  
Off Opebi Road,  
By GTBank Ikeja, Lagos.  
Tel: +234909999066, +234909999681  
Email: info@pwanexcel.com, pwanexcel@gmail.com  
website: [www.pwanexcel.com](http://www.pwanexcel.com)

## Sales Receipt

Sold To: **[REDACTED]**  
**[REDACTED]**  
Lagos State.  
08168957397

Date: 21-Sep-22  
Receipt #: **[REDACTED]**  
File #: **[REDACTED]**  
Comment: **[REDACTED]**

Payment Method	Reconciling Bank	Scheme	Duration
Outright	Zenith Bank Plc - 1216116936	Choice Gardens Asaba	Outright
Description			Line Total
Being Full Payment for 2plots of 464sqm (CGA) CHOICE GARDENS ASABA			N 1,500,000.00
Amount in words: One Million, Five Hundred Thousand Naira Only			
Subtotal		N	1,500,000.00
Tax		N	-
Total		N	1,500,000.00

### Additional Information

Total Amount: N 1,500,000.00  
Outstanding Balance: N -

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

- To allocate Two (2) Residential Plots of 0.225 hectares each and situate in Choice Gardens Asaba, Delta State, Nigeria to the Purchaser.
- 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.
- The Vendor hereby agrees to indemnify the Purchaser in full against loss(es) arising from defect in Vendors title or successful adverse claim over the said Two(2) Residential Plots that will be allocated to the Purchaser within the Scheme.
- The Vendor hereby warrants that it has the full capacity to sell and transfer its residual interest in the Land to the Purchaser without let, hindrance or encumbrance.

**THE PURCHASER HEREBY COVENANTS WITH THE VENDOR** as follows:

- To pay per plot for his Survey, Deed of Assignment, Plot Demarcation and Development fees in respect of the Two (2) Residential Plots of land allocated to him.
- The purchaser is entitled to withdraw from the scheme only in the following circumstances and under these conditions:
  - A REFUND:** Where the Purchaser wishes to withdraw from this scheme at any time before taking full possession at the time of allocation, he shall give a written notice of 90 days, and 60 days thereafter if the refund is not ready at the expiration of the 1<sup>st</sup> notice and an administrative charge of 10% and 30% Agency fee shall be deducted.
  - A RESALE:** The Purchaser can only resale after taking full possession of the land in which case the Purchaser shall furnish the Vendor with the details of the new buyer in writing AND a 10% charge of the consideration sum shall be paid to the Vendor by the new buyer for the transfer of title documents.

**IT IS HEREBY FURTHER** agreed that:

- The Purchaser has been briefed and is fully aware of the status of the land with respect to title and topography and has agreed to purchase the land as it is.
- Both parties covenant to uphold these presents

**IN WITNESS WHEREOF**, the Parties have here to set their hands and seal, the day and year first above written.

THE COMMON SEAL of 'THE VENDOR' PWAN EXCEL PROPERTY CHOICES LTD is affixed  
IN THE PRESENCE OF:



Office: 16A, Sule Abuka Street,  
Off Opebi Road,  
By GTBank Ikeja, Lagos.  
Tel: +2349099999066, +2349099999681  
Email: Info@pwanexcel.com, pwanexcel@gmail.com  
website: www.pwanexcel.com

**Documentation Fees Receipt**

To: [REDACTED] Date: 8-Apr-24  
[REDACTED]  
[REDACTED]  
Receipt #: [REDACTED]  
File #: [REDACTED]  
Comment: [REDACTED]

Payment Method	Reconciling Bank	Scheme	Duration
Outright	Zenith Bank Plc - 1228503955	Choice Garden, Asaba	OUTRIGHT
Description			Line Total
Being Payment for 2plot of 464sqm Choice Garden, Asaba (CGA)			N 900,000.00
Survey Plan, Deed of Assignment and Plot Demarcation			
Amount in words: Nine Hundred Thousand Naira Only			
			Subtotal
			Tax
			Total

**Additional Information**

Total Amount: N 900,000.00  
Outstanding Balance: NIL



NGN 900,000.00



PWAN EXCELPROPERTY CHOICES LTD

Monday, 08 April 2024, 01:55 pm



BENEFICIARY ACCOUNT

1228503955



TRANSACTION TYPE

other-local-banks



SENDER NAME

[REDACTED]

Successful



Transaction Successful

**Paid On** 21 Sep 2022, 10:19 GMT+1

**Sender**



**Beneficiary** PWAN EXCEL PROPERTY CHOICES LTD

**Beneficiary Bank** ZENITH BANK PLC

**Amount** 1,500,000 NGN

[Rate Our Service](#)

[Done](#)

Transfer receipt has been generated