

**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 AFTER PAYMENT OF ₦2,060,000.00 (TWO MILLION, SIXTY THOUSAND NAIRA ONLY)**

We write on behalf of our client (hereinafter referred to as "the alleged petitioner") to formally petition **PWAN GROUP** over **persistent failure to allocate a purchased property**, breach of contract, and conduct amounting to **fraudulent misrepresentation and unjust enrichment**.

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

1. In **2021**, the petitioner purchased a **900 square meter** plot of land from **PWAN Advantage**, a member of PWAN Group, at their **Regent City Estate, Odeomi, Ibeju-Lekki, Lagos**, for the sum of **₦1,500,000.00 (One Million, Five Hundred Thousand Naira Only)**, paid outright.
2. Several months later, the petitioner made an **additional payment of ₦560,000.00 (Five Hundred and Sixty Thousand Naira Only)** for documentation purposes, bringing the **total sum paid to ₦2,060,000.00 (Two Million, Sixty Thousand Naira Only)**.

3. The company assured the petitioner of **instant allocation** of the land at the point of sale. However, **years have passed without any allocation**, with the company giving **one excuse after another**.
4. Upon observing these continuous delays, the petitioner and other affected buyers **pleaded for a reallocation** in another of PWAN's estates located in **Asaba**, which again was met with more **false promises and no tangible results**.
5. Eventually, a representative of the petitioner officially **requested a refund**, citing loss of trust and breach of agreement. In response, PWAN Group stated that:
  - They do **not reallocate** once land is purchased.
  - If the petitioner seeks a refund, they must give a **90-day notice** and **forfeit 40%** of the total investment as a "service charge."
  - Alternatively, the petitioner should wait until the **end of the year** for a possible allocation.
6. While such terms are referenced in their standard sales contract, the company had **already breached the material terms** of that contract (notably, "instant allocation") and has shown **gross negligence** and lack of good faith.
7. Multiple calls and follow-ups by the petitioner have been **ignored**, and informal sources have confirmed that the **Odeomi site is embroiled in unresolved land disputes**, thus confirming the petitioner's fears and reinforcing the demand for a refund.

## **APPLICABLE LEGAL BREACHES:**

The conduct of PWAN Group contravenes the following statutory provisions:

1. **Section 312 of the Criminal Code Act, Cap C38, LFN 2004** – Relating to criminal breach of trust.
2. **Section 419 of the Criminal Code Act** – Prohibiting obtaining property by false pretences.
3. **Consumer Protection Framework and Contract Law Principles** – For failing to fulfill contractual promises and unilaterally introducing unfair and exploitative refund terms after breaching the contract.

## **RELIEFS SOUGHT:**

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

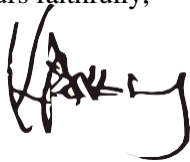
1. **Investigate PWAN Group** and all its relevant subsidiaries and officers involved in this transaction.
2. **Compel the company** to refund the full amount of **₦2,060,000.00** paid by the petitioner, without any deductions or forfeiture.
3. **Prosecute all responsible parties** under relevant laws for fraudulent practices and breach of contractual trust.
4. Implement **consumer protection and enforcement actions** to prevent such occurrences from affecting other innocent members of the public.

**ATTACHED DOCUMENTS:**

- Payment proof for the total of ₦2,060,000.00.
- Communication with company agents.
- Other supporting documentation (available on request).

We trust that this matter will receive your **urgent and appropriate attention**.

Yours faithfully,

A handwritten signature in black ink, appearing to read 'Akinola Samuel Eluyefa Esq.', written in a cursive style.

**AKINOLA SAMUEL ELUYEFA ESQ**

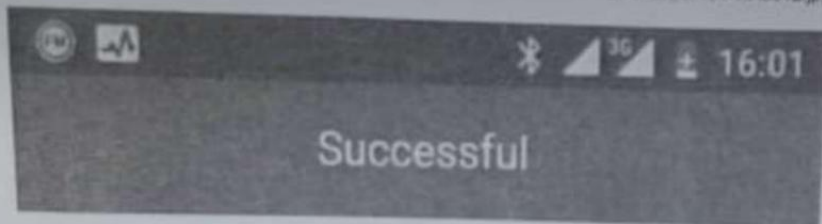
*Principal Partner/Investor Partner*

ELUYEFA CHAMBERS

*On behalf of the Alleged Petitioner*

11/4/21, 4:28 PM

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Transaction Successful

**Paid On** 04 Nov 2021, 16:01 GMT+1

**Sender**



**Beneficiary** PWAN ADAVANTAGE RESOURCES LTD

**Beneficiary Bank** ZENITH BANK PLC

**Amount** 1,500,000 NGN

**Done**

Transfer receipt has been generated

Share

Preview



001811 Free House, Unit 48, 1st Floor, Epe Expressway, Adjacent Moshin Gardens  
Bossey Estate, Ojo, Lagos State  
Tel: +234(0)149999070  
Email: info@pwanadvantage.com

## Sales Receipt

Sold To:

[REDACTED]

Date: 19-Feb-24

Receipt #:

[REDACTED]

File #:

[REDACTED]

Comment:

Payment Method	Reconciling Bank	Quantity	Estate	Duration
Instalment	Zenith Bank Plc	1.5	REGENT CITY, ODE-OMI	

Description	Line Total
Being Complete Payment of Survey Fee for 1.5 Plots of [ RCO] Land at REGEN ODEOMI	N 150,000.00
Being Complete Payment of Deed of Assignment for 1.5 Plot(s) of [ RCO] Land REGENT CITY, ODE-OMI	N 100,000.00
Being Complete Payment of Plot Demarcation for 1.5 Plot(s) of [ RCO] Land at REGENT CITY, ODE-OMI	N 30,000.00
Amount in words: Two Hundred and Eighty Thousand Naira Only	Subtotal N 280,000.00
	Tax N 0.00
	Total N 280,000.00

### Additional Information

Total Amount: N 560,000.00  
Outstanding Balance: N 0.00  
Size per Plot: 9005qm

FOR PWAN Advantage Ltd:

FREDRICK T. ADEBOWALE

Signature


...making home ownership dreams a reality

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

**THIS CONTRACT OF SALE** is made this 4<sup>th</sup> day of November, 2021.

**BETWEEN**

**PWAN ADVANTAGE RESOURCES LTD** a Limited Liability Company incorporated under the Laws of the Federal Republic of Nigeria with its head office at KM. 38 Eros House, Lekki-Epe Expressway adjacent Mayfair Gardens beside Fatgbems Filling Station, Ibeju-Lekki, Lagos State hereinafter referred to as '**THE VENDOR**' (which expression shall wherever the context so admit include her Assigns, Personal representatives, Legal representatives and Successors-in-title) of the **ONE PART**.

 of 4 MM Shittu Street Ologunfe Awoyaya Ibeju Lekki, Lagos State hereinafter referred to as '**THE PURCHASER**' (which expression shall wherever the context so admit include his Heirs, Assigns, Personal Representatives, Executors, Administrators and Legal representatives) of the **OTHER PART**.