

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 AT EDEN GARDEN PHASE 2 SINCE 2020 – REQUEST FOR URGENT INTERVENTION

We write to formally lodge a **complaint and petition** against **PWAN Group** for failure to allocate land to our client at **Eden Garden Phase 2 Estate**, despite full payment made since **May 28, 2020**.

FACTS OF THE CASE:

- On **May 28, 2020**, the petitioner purchased a plot of land at **Eden Garden Phase 2 Estate** from **PWAN Group**, and **payment was made in full**.
- Since that date, the petitioner has **not received any land allocation**, either physically or on paper.
- The petitioner has made **numerous visits to PWAN's office**, consistently requesting an update or allocation, but has been **repeatedly ignored and postponed** without any clear reason or commitment.
- As of today, nearly **five years later**, there has been **no allocation, no refund, no compensation, and no formal communication** from PWAN regarding the status of the purchased property.

APPLICABLE LEGAL BREACHES:

PWAN's conduct violates multiple legal and ethical obligations, including:

- **Breach of Contract** – Failure to deliver the land as agreed upon after full payment.
 - **Fraudulent Misrepresentation** – Selling plots with no intention or capacity to allocate.
 - **Criminal Breach of Trust and False Pretenses** under Sections **312 and 419 of the Nigerian Criminal Code**.
 - **Violation of the Federal Competition and Consumer Protection Act (FCCPA)** – For withholding a paid service and misleading the consumer.
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RELIEFS SOUGHT:

We respectfully request that your esteemed office:

1. **Investigate PWAN** for land fraud, false representation, and unjust enrichment.
 2. **Compel immediate allocation** of the purchased plot in **Eden Garden Phase 2** or another equivalent location.
 3. In the alternative, **mandate a full refund of the total purchase amount**, including compensation for the prolonged delay and emotional distress.
 4. **Impose regulatory sanctions** on PWAN to deter ongoing consumer exploitation in the real estate sector.
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ATTACHED DOCUMENTS:

- Payment Receipts/Proof of Transaction
- Correspondence or Complaint Records
- Purchase Agreement or Estate Documents

Yours faithfully,



AKINOLA SAMUEL ELUYEFA ESQ

Principal Partner/Investor Partner

ELUYEFA CHAMBERS

On behalf of the Alleged Petitioner

THIS AGREEMENT is made this 28th day of May, 2020.

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] (hereinafter referred to as **'THE PURCHASER'** which expression shall wherever the context so admits include his 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 **600 square meters each** situate and described as EDEN GARDENS ESTATE PHASE 2.
3. The Vendor with intent to achieve its object of development of Schemes has procured EDEN GARDENS ESTATE PHASE 2 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 have 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, 200,000.00 (One Million, Two Hundred Thousand Naira)** for the full subscription of the said **One (1) residential plot of land** at EDEN GARDENS ESTATE PHASE 2, the receipt of which the Vendor hereby acknowledges.
2. The Purchaser shall bear the cost of the preparation of a Survey Plan in his name which shall be [REDACTED]
3. The Purchaser shall contribute his 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

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 GARDENS ESTATE PHASE 2 situate at Okun-Imosan Village, near Lekki Free Trade Zone, Ibeju-Lekki Local Government Area of 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 hereby indemnifies 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 his 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 have been briefed and are 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

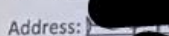

SECRETARY

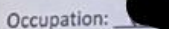
SIGNED, SEALED AND DELIVERED

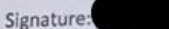
By the within named 'PURCHASER'

In the presence of:

Name: 

Address: 

Occupation: 

Signature: 

Date: 



ECOBANK May 28, 2020

to MELVIN.ALVIN.33 ▾



TRANSACTION NOTIFICATION

Ecobank
The Pan African Bank

Dear [REDACTED], this alert was generated to notify you of recent activity on your account.

Detailed information on this transaction is shown below:

Account N°:	182*****621	Transaction Type:	Debit
Description:	FUNDS TRANSFER - DIFF CUSTOMERSFUNDS TRAN- Transfert de fonds de - Amount: NGN 1,200,000.00 1820007621 - 0 - 4453000393		
Transaction Date:	28-May-2020	Reference:	C79FTRQ201490509
Value Date:	28-May-2020	Ledger Balance:	NGN 370,497.66
Transaction Location:	ENG AGEGE - IJU ROAD	Available Balance:	NGN 370,497.66

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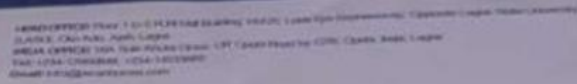


ECOBANK May 28, 2020

to MELVIN.ALVIN.33 ▾



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May 28, 2004

COLLEGE ST.

Date: _____
Receipt #: _____
File #: _____
Comments: _____

Description	Line Total	
Being full payment for 1.00 Plot(s) of [EGE 2] Eden Gardens Estate Phase 2		N 1,200,000.00
Amount in words: One Million, Two Hundred Thousand Naira and Zero Kobo Only	Subtotal	N 1,200,000.00
	Tax	N 0.00
	Total	N 1,200,000.00

FOR PWAN Homes Ltd:

Okoh Lawrence

Signature

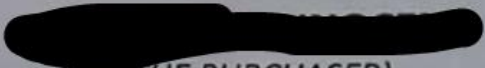
A purple oval-shaped stamp from PWAN HOMES LIMITED. The text "PWAN HOMES" is curved along the top inner edge, and "LIMITED" is at the bottom. In the center, the date "03 JUL 2020" is stamped. Below the date, there is a signature that appears to be "Okoh Lawrence". A horizontal line with stars at both ends passes through the date and signature.

CONTRACT OF SALE

BETWEEN

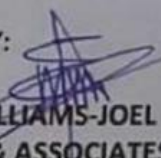
PWAN HOMES LTD
(THE VENDOR)

AND


(THE PURCHASER)

IN RESPECT OF ONE (1) RESIDENTIAL PLOT OF LAND AT EDEN GARDENS EST
PHASE 2 SITUATE AT OKUN-IMOSAN VILLAGE, NEAR LEKKI FREE TRADE ZONE
IBEJU-LEKKI LOCAL GOVERNMENT AREA OF LAGOS STATE

PREPARED BY:


PRINCE O. WILLIAMS-JOEL
PRINCE JOEL & ASSOCIATES
LEGAL PRACTITIONERS,
5A DOZEK CLOSE ALTERNATIVE

