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LEGAL PRACTITIONERS

26th October, 2026

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The Executive Vice Chairman/Chief Executive Officer,

Federal Competition and Consumer Protection Commission (FCCPC),

Abuja, Federal Capital Territory, Nigeria.

Dear Sir,

FORMAL COMPLAINT AGAINST KAIROS-HOF CONSULTANTS LIMITED FOR FAILURE TO COMPLETE OR DELIVER A THREE (3) BEDROOM SEMI-DETACHED DUPLEX PROJECT AFTER RECEIVING PAYMENT; BREACH OF CONSUMER RIGHTS, AND REQUEST FOR INVESTIGATION AND REGULATORY ENFORCEMENT.

The above subject refers.

We are solicitors to **MRS. FRANCIS-KUKU BELEMA DAISY** ("our client") and write on behalf of our client to formally lodge a complaint against **KAIROS-HOF CONSULTANTS LIMITED,** of Suite 409, Nawa Complex, Jabi District, Abuja (infor@kairoshofng@gmail.com; hello@kairoshof.com) hereinafter referred to as "the Company," concerning its fraudlent and dishonest failure to complete or handover a ***THREE (3) BEDROOM SEMI-DETACHED DUPLEX WITH BQ*** **("the property")** housing project for which it received payment from our client.

We respectfully request the intervention of the Commission pursuant to the Federal Competition and Consumer Protection Act, 2018 (FCCPA), particularly the provisions governing the quality and timely delivery of services, fair dealing, consumer redress, and enforcement of consumer rights.

Our client informed us in chambers, and we reasonably believe the facts of the complaint to be as follows:

1) Our client agreed with **KAIROS-HOF CONSULTANTS LIMITED,** a real estate company, on **18/7/2023** for the construction and delivery of a residential house situated at Plot No. SC20-A, the Hof County, Karmo, Abuja.

2) Pursuant to the agreement, our client paid the sum of **₦45,000,000** to the Company as the full purchase price for the construction and completion of the said property.

3) The parties agreed that the construction would be completed within 18 months, and our client completed the payment within 18 months from **18/7/2023,** and the final allocation letter dated 14/3/2025 was issued to her.

4) Despite receiving the agreed payments, the Company failed, neglected, and/or refused to complete or hand over any house to our client despite repeated promises and assurances.

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5) As at the date of this complaint, the house remains incomplete at the DPC level, and our client has not received the full benefit of the transaction for which payment was made.

6) Our client has made demands and efforts to resolve the matter amicably with the Company through a solicitor's letters dated 6/7/2026, meetings, telephone calls, or other communications, but the matter remains unresolved.

7) The Company's failure to deliver the agreed housing project has caused our client substantial financial hardship, inconvenience, loss of the use of the property, and other consequential losses.

8) Our client maintains that the Company ought not to retain the benefits of the payment received without performing its corresponding contractual obligations or providing an appropriate lawful remedy.

9) The Company has, by action, inaction, and fraudulent tendencies, shown no intention to complete the house after obtaining the full purchase price from our client.

10) The Company's act is not a coincidence, isolated event, or accidental occurrence, but a repeated and consistent business pattern, as many others are purchasers who are victims of advance fee fraud by the company.

OUR LEGAL OPINION

We are of the firm view that our client is a victim of advance fee fraud and obtaining by false pretense and advance fee fraud by the company, as most rogue real estate companies are notorious for obtaining by false pretense and advance fee fraud without any intention of delivering any house. We are of the further opinion that the oppressive behaviour or acts of the company are in breach of several provisions of the FCCPC Act.

STATUTORY PROVISIONS IMPLICATED

1) Section 130 of the Federal Competition and Consumer Protection Act, 2018 — Quality and timely delivery of services. It requires service delivery to meet applicable standards and addresses the obligation to provide services in a timely manner. Where a service provider fails to deliver within a reasonable or agreed period without adequate justification, the Commission is respectfully requested to investigate whether the Company's conduct contravenes this provision.

2) Section 123 — General standards for the marketing of goods and services. Section 123 prohibits misleading or deceptive representations in the marketing or supply of goods and services.

3) Section 124 — Right to fair dealings. Section 124 addresses unfair dealings in the supply, sale, or distribution of products and services.

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4) Section 127 — Unfair, unreasonable, or unjust contract terms. Section 127 addresses unfair, unreasonable, or unjust contract terms. To the extent that the Company relies on any contractual provision to evade responsibility for its failure to complete the project, we request the Commission to examine whether such a provision, if any, is inconsistent with the protections provided by the Act.

5) Sections 142 and 143 — Supply of services and time for execution of contracts. Sections 142 and 143 contain provisions concerning the supply of services and the time for execution of contracts.

6) Section 146 — Enforcement of consumer rights by a consumer. Section 146 provides a statutory basis for the enforcement of consumer rights.

7) Sections 148 and 150 — Enforcement by the Commission and compliance notices. Section 148 addresses enforcement of consumer rights by the Commission, while Section 150 provides for compliance notices.

We respectfully request that the Commission investigate the complaint and, if a contravention is established, issue the appropriate compliance notice or take any other enforcement measure authorised by the Act.

GROUNDS FOR REGULATORY INTERVENTION

We respectfully submit that the circumstances warrant regulatory investigation for the following reasons:

a) The Company received payment for a housing project but failed to complete the project within the agreed period.

b) Our client has been deprived of the full benefit of the transaction despite having expended substantial financial resources.

c) The Company's conduct raises questions concerning the timely delivery of services, fair dealing, and compliance with applicable consumer-protection standards.

d) If the investigation establishes that the Company made false or misleading representations or deliberately misled consumers regarding its capacity or intention to complete the project, further action under the applicable provisions of the Act may be warranted.

e) The Commission's intervention may prevent further consumer harm and encourage compliance by the Company with its obligations to purchasers and subscribers.

RELIEFS SOUGHT FROM THE COMMISSION

In view of the foregoing, we respectfully request the Commission to:

a) Register and investigate this complaint against the Company concerning its failure to complete the housing project after receiving payment.

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