



07077513836



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 (ROYAL HAVEN ESTATE, ABIJO GRA, IBEJU LEKKI, LAGOS STATE) FOR FRAUD, CRIMINAL BREACH OF TRUST, UNLAWFUL RETENTION OF FUNDS, AND CONSPIRACY TO DEFRAUD – ₦11,100,000

We act as solicitors to the Petitioner, hereinafter referred to as “**our client**”, and on their behalf, we lodge this formal complaint against **PWAN Group** and its agents responsible for the marketing and sale of plots at **Royal Haven Estate**, Abijo GRA, Ibeju Lekki, Lagos State, for engaging in fraudulent real estate practices, misrepresentation, concealment of material facts, and unlawful conversion of funds.

FACTUAL SUMMARY

1. In or around **2022**, our client purchased **one (1) residential plot of land** at **Royal Haven Estate**, Abijo GRA, Ibeju Lekki, Lagos State, as marketed and sold by PWAN Group’s agents and representatives.
2. The **total cost of the land** was **₦10,500,000** (Ten Million Five Hundred Thousand Naira Only).
3. Relying on PWAN’s assurances that the land was genuine, available, and free from encumbrances with immediate allocation, our client made **full payment** for:
 - o **Land:** ₦10,500,000
 - o **Survey plan:** ₦600,000
 - o **Deed of Assignment:** ₦200,000
 - o **Development fee:** ₦3,000,000

- **Demarcation fee: ₦50,000**
Bringing the total amount paid to **₦11,100,000**
- 4. Despite making full and final payment for the land and all statutory and administrative fees, PWAN Group has **failed, neglected, and/or refused** to:
 - Carry out any physical allocation of the plot;
 - Provide any valid title documents, including the Deed of Assignment;
 - Refund any portion of the money paid;
 - Give a credible or documented timeline for allocation or delivery.
- 5. Numerous follow-ups and demands for allocation or refund by our client have been met with empty assurances and deliberate delays.
- 6. The deliberate retention and continued use of our client's funds without delivering the promised property amounts to **fraudulent misrepresentation, willful concealment, criminal breach of trust, and fraudulent conversion** under Nigerian law.

CRIMINAL OFFENCES DISCLOSED

The conduct of PWAN Group and its agents amounts to clear violations of Nigerian criminal and consumer protection laws, including:

- **Obtaining by False Pretence and Advance Fee Fraud** – contrary to Section 1(1)(a) & (3) of the Advance Fee Fraud and Other Fraud Related Offences Act, 2006;
- **Criminal Breach of Trust** – contrary to Section 312 of the Criminal Code Act;
- **Conspiracy to Defraud** – contrary to Section 516 of the Criminal Code Act;
- **Fraudulent Misrepresentation / Concealment** – contrary to Section 14 of the Federal Competition and Consumer Protection Act (FCCPA), 2019;
- **Unlawful Conversion and Retention of Property** – contrary to the Criminal Code Act.

PRAYERS

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

1. Initiate a full **criminal investigation** into PWAN Group and its officers regarding the fraudulent sale, misrepresentation, and unlawful retention of **₦11,100,000**;
2. Prosecute all individuals responsible for the concealment, misrepresentation, and conversion of our client's funds;
3. Recover and refund the full sum of **₦11,100,000** to our client, or in the alternative, compel immediate allocation of a valid plot **free from encumbrances** with full title documents;
4. Compel PWAN Group to publicly disclose the true status of Royal Haven Estate, Abijo GRA, and immediately stop the marketing of plots that cannot be allocated;
5. Award appropriate **compensation** for the financial losses, emotional trauma, and inconvenience suffered by our client;
6. Take appropriate **regulatory action** to prevent the continued marketing and sale of encumbered or non-existent properties by PWAN Group and ensure restitution for all similarly affected buyers.

We are prepared to submit all supporting documentation, including evidence of payment, receipts, communication trails, and other relevant records, and we assure your office of our full cooperation with your investigation.
Thank you for your anticipated action.

Yours faithfully,




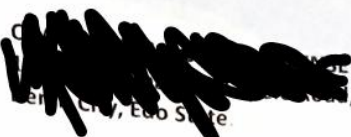
AKINOLA SAMUEL ELUYEFA ESQ

Principal Partner/Investor Partner

ELUYEFA CHAMBERS

On behalf of the alleged petitioner

 No 10, Road 7, Lekki County Homes,
Ikota Villa, Lekki Epe Expressway, Lagos State.
☎ +234-014535821, +234-9060004376


Dear Sir,

FULL PAYMENT NOTIFICATION LETTER

Sequel to the receipt of your payment for **One (1) Residential Plot** of land at **ROYAL HAVEN ESTATE, Abule Oluwa Village, Abijo GRA of Ibeju-Lekki Local Government Area of Lagos State.**

Please find below the description of the Land you purchased:

LOCATION: Abule Oluwa Village, Abijo GRA of Ibeju-Lekki Area of Lagos State.

TYPE/SIZE: One (1) Residential Plot of undeveloped parcel of land measuring **600sqm.**

TITLE: Certificate of Occupancy, Registered Survey, Deed of Assignment.

You are required to make the following payments:

- i. Survey Plan Fee: **₦600,000 Only**
- ii. Deed of Assignment: **₦200,000 Only**
- iii. Plot Demarcation Fee: **₦50,000 Only**
- iv. Development Fee: **₦3,000,000 Only**

Payment shall be made into any **Zenith Bank** branch. Account Name: **PWAN-HAVEN INVESTMENTS &**

REALTORS LTD (CAPITAL PROJECT), Account Number: 1016504547.

Your Deed of Assignment and Survey Plan containing full details of your plot shall be made available to you after your physical allocation and confirmation of the payments as indicated above.

Thank you very much for subscribing to ROYAL HAVEN ESTATE through PWAN Haven Investments & Realtors Ltd.

Sincerely,



EDIKAN EDEM
Legal Officer (PWAN Haven)

Sold To:

Sales Receipt

Date:
Receipt #:
File #:
Comment:

Payment Method	Reconciling Bank	Quantity	Estate	Duration
Installment	Guaranty Trust Bank	1	Royal Haven Estate	12Mths
Description				Line Total
Being Full Payment for One (1) Residential Plot of Land at ROYAL HAVEN ESTATE located at Abijo GRA, Ibeju Lekki.				₦ 1,000,000.00
Amount in words: One Million Naira and Zero Kobo				Subtotal ₦ 1,000,000.00
				Tax ₦ 0.00
				Total ₦ 1,000,000.00
Additional Information				
Total Amount:		₦ 10,500,000.00		
Outstanding Balance:		₦ 0.00		
Size per Plot:		600Sqm		

FOR PWAN Haven Ltd:

Okesanya Michael



WARRI OFFICE: 90, Refinery Road Ekpan, Warri, Delta State.
Tel: (+234) 014535821.
Email: pwanhaven@gmail.com

Sales Receipt

Sold To:

[REDACTED]

Date:

[REDACTED]

Receipt #:

File #:

Comment:

Payment Method	Reconciling Bank	Quantity	Estate	Duration
Installment	Guaranty Trust Bank	1	Royal Haven Estate	12Mths

Description	Line Total
Being Further Payment for One (1) Residential Plot of Land at ROYAL HAVEN ESTATE located at Abijo GRA, Ibeju Lekki.	N 2,000,000.00
Amount in words: Two Million Naira and Zero Kobo	Subtotal N 2,000,000.00 Tax N 0.00 Total N 2,000,000.00

Additional Information

Total Amount: N 10,500,000.00
Outstanding Balance: N 1,950,000.00
Size per Plot: 600Sqm

FOR PWAN Haven Ltd:

Okesanya Michael



HEAD OFFICE: No 10, Road 7 Lekki County Homes, Ikota Villa Estate,
Lekki Epe Expressway, Lagos State.
WARRI OFFICE: 90, Refinery Road Ekpan, Warri, Delta State.
Tel: (+234) 014535821.
Email: pwanhaven@gmail.com

Sales Receipt

Sold To:

[REDACTED]

Date:

[REDACTED]

Receipt #:

File #:

Comment:

Payment Method	Reconciling Bank	Quantity	Estate	Duration
Installment	Guaranty Trust Bank	1	Royal Haven Estate	12Mths

Description	Line Total
Being Further Payment for One (1) Residential Plot of Land at ROYAL HAVEN ESTATE located at Abijo GRA, Ibeju Lekki.	N 950,000.00
Amount in words: Nine Hundred Fifty Thousand Naira and Zero Kobo	Subtotal N 950,000.00 Tax N 0.00 Total N 950,000.00

Additional Information

Total Amount: N 10,500,000.00
Outstanding Balance: N 1,000,000.00
Size per Plot: 600Sqm

FOR PWAN Haven Ltd:

Okesanya Michael

Signature



HEAD OFFICE: No 10, Road 7 Lekki County Homes, Ikota Villa Estate,
Lekki Epe Expressway, Lagos State.
WARRI OFFICE: 90, Refinery Road Ekpang, Warri, Delta State.
Tel: (+234) 014535821.
Email: pwanhaven@gmail.com

Sales Receipt

Sold To:

Date:

Receipt #:

File #:

Comment:

Payment Method	Reconciling Bank	Quantity	Estate	Duration
Installment	Guaranty Trust Bank	1	Royal Haven Estate	12Mths

Description	Line Total
Being Further Payment for One (1) Residential Plot of Land at ROYAL HAVEN ESTATE located at Abijo GRA, Ibeju Lekki.	N 1,000,000.00
Amount in words: One Million Naira and Zero Kobo	Subtotal N 1,000,000.00 Tax N 0.00 Total N 1,000,000.00

Additional Information

Total Amount: N 10,500,000.00
Outstanding Balance: N 3,950,000.00
Size per Plot: 600Sqm

FOR PWAN Haven Ltd:

CONTRACT OF SALE

BETWEEN

PWAN-HAVEN INVESTMENTS & REALTORS LTD

(THE VENDOR)

AND

[REDACTED]

(THE PURCHASER)

IN RESPECT OF ONE (1) RESIDENTIAL PLOT OF LAND AT ROYAL HAVEN ESTATE SITUATE AT ABULE OLUWA VILLAGE, ABIJO GRA, IBEJU-LEKKI LAGOS.

PREPARED BY:

THIS AGREEMENT is made this _____ day of _____ 2022

BETWEEN

PWAN-HAVEN INVESTMENTS & REALTORS LTD (RC 1427400) a Limited Liability Company incorporated under the Laws of the Federal Republic of Nigeria with its office at No 10, Road 7, Lekki County Homes, Ikota Villa, Lekki Epe Expressway Lagos (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:

- The Vendor is a real estate Marketing and Investment Company engaged in the acquisition and development of vast tracts of communal/family land into gated and fenced estates.
- The Vendor has now, by a purchase sale agreement acquired vast tracts of family land measuring **300, 450 & 600 SQM** situate at Abule Oluwa Village, Abijo GRA, Ibeju-Lekki Local Government Area Lagos State and measuring approximately **60ft by 120ft** each belonging Under Native law and custom to members of the **OLUWA FAMILY REPRESENTATIVE** of Oluwa Village, Ibeju-Lekki Local Government Area Lagos State who have been in
- The vast tracts of land acquired by the Vendor is now appropriately described as **ROYAL HAVEN ESTATE**.
- The Vendor with intent to achieve its object of development of estate into gated and fenced estate has procured **ROYAL HAVEN** (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.

1. **IT IS HEREBY AGREED** that the Purchaser has fully subscribed to and paid for One (1) Residential Plot of land (measuring **600Sqm**) and the Vendor shall allocate same within the Scheme to the Purchaser under the following terms and conditions:

- a. The Purchaser has paid the purchase sum of **₦10,500,000 (Ten Million, Five Hundred Thousand Naira)** only for One (1) Residential Plot of undeveloped parcel of land at **ROYAL HAVEN**, the receipt of which the Vendor hereby acknowledges.
- b. The Purchaser shall bear the cost of the preparation of a Survey in his name which shall be **OSAKPAMWAN OSARUMWENSE**.
- c. The Purchaser shall in addition to the purchase price contribute his proportionate share/cost of documentation fee and infrastructure/development fee within the scheme as follows:

• **DOCUMENTATION FEE:**

- i. Survey Plan Fee: **₦600, 000 Only**
- ii. Deed of Assignment: **₦200, 000 Only**
- iii. Plot Demarcation Fee: **₦50, 000 Only**

• **INFRASTRUCTURE/DEVELOPMENT FEE:**

The Purchaser shall pay the sum **₦3,000,000 (Three Million Naira)** only as infrastructural/development fee for amenities such as Gate House, Perimeter Fencing, Road Network, Street Lights, Supervisory Fee, and Security Fee.

- d. The Purchaser shall endorse and comply with the Rules and Regulations to the Scheme provided by the Vendor prior to during or after the allocation of the One (1) Residential Plot within the Scheme. Such Rules and Regulations include, but not limited to Estate management rules, Security and Safety rules, Aesthetics and Building Design, Usage and service, environmental and conduct rules. This rules are to ensure basic level of hospitality, privacy, peace and tranquility within the estate.
- e. The Vendor shall from time to time issue directives and handbooks to residents towards the realization of the functionality of the Scheme.

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

- a. To pay documentation fee in respect of the said One (1) Residential Plot of land.
- b. To pay infrastructural/development fee which shall be communicated later.
- c. To abide by the set rules and regulations towards the functionality of the scheme
- d. If the purchaser wishes to withdraw from this scheme at any time before plot allocation/possession is taken:
 - 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. A deduction of 10% of the sum of ₦3,000,000 shall be deducted

- 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.

3. THE VENDOR COVENANT WITH THE PURCHASER as follows:

- a. To allocate One (1) Residential Plot of Land to the purchaser at the time of allocation in ROYAL HAVEN situate at Abule Oluwa Village, Abijo GRA of Ibeju-Lekki Local Government Area, Lagos State.
- b. To prepare and hand over Deed of Assignment and Survey Plan documents to the Purchaser upon payment of documentation fees
- c. To undertake the performance of service and responsibility with respect to the construction of the infrastructural developments as set forth herein
- d. 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 plot allocation and full possession
- e. To indemnify the Purchaser against loss (es) or adverse claim over the said One (1) Residential Plot allocated to the Purchaser within the Scheme.

4. 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. All parties covenant to uphold these presents.

IN WITNESS WHEREOF, the Parties have hereto set their hands and sealed the day and year first above written.
THE COMMON SEAL of THE VENDOR is affixed
PWAN-HAVEN INVESTMENTS & REALTORS LTD

FREDERICK E. OKPAJE (DR.)
MD/C.E.O.

EDIKAN EDEM
SECRETARY/LEGAL OFFICER

SIGNED, SEALED AND DELIVERED
By the within named 'PURCHASER'

A thick black horizontal line redacting a signature.

In the presence of:

Name: _____