



**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 [REAL ESTATE COMPANY NAME] FOR LAND FRAUD AND MISREPRESENTATION – ₦11 MILLION SCAM AT ABIJO GRA**

We write to lodge a formal complaint and petition on behalf of our client, who paid **₦11,000,000** in 2021 for a plot of land within **Abijo GRA**, Lagos State, but has neither been properly allocated the land nor received any meaningful updates or compensation to date.

---

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

- In **2021**, the petitioner purchased a **plot of land at Abijo GRA** for **₦11 million**, based on the assurance of acquiring a **dry, residential land**.
- Initially, a **dry plot** was shown to the petitioner.
- However, when the petitioner's representative later visited for physical confirmation, they were taken to a **swampy area**, allegedly under "reclamation."
- The company assured that the swampy land would be **sand-filled** and **allocated** shortly afterward.
- Since then, there has been a **consistent pattern of delay**, avoidance, and non-performance. Despite several visits and follow-ups, there has been:
  - No physical allocation,
  - No official communication or update,
  - No refund or alternative offered.
- The petitioner's funds remain **trapped**, and the land has not been delivered in the promised condition.

---

## APPLICABLE LEGAL BREACHES:

The conduct of the real estate company constitutes:

- **Breach of Contract** – Failure to allocate land as agreed
  - **Misrepresentation and False Pretenses** – Advertising a dry land but attempting to allocate swamp
  - **Advance Fee Fraud** – Taking money for a service not rendered (Section 419, Criminal Code)
  - **Criminal Breach of Trust** – (Section 312, Criminal Code)
  - **Violation of the Federal Competition and Consumer Protection Act (FCCPA, 2019)**
- 

## RELIEFS SOUGHT:

We respectfully request that the relevant authorities:

1. **Investigate the actions** of the promoters of the Abijo GRA land scheme
  2. **Compel immediate allocation** of a dry, dispute-free plot in Abijo GRA
  3. If allocation is impossible, **mandate a full refund of ₦11 million** with interest
  4. **Issue public consumer warnings** and/or initiate **criminal prosecution** for real estate fraud and misrepresentation
- 

## ATTACHED DOCUMENTS:

- Payment Receipts
- Initial land inspection records (if any)

Yours faithfully,



**AKINOLA SAMUEL ELUYEFA ESQ**

*Principal Partner/Investor Partner*

ELUYEFA CHAMBERS

*On behalf of the Alleged Petitioner*

## CONTRACT OF SALE

BETWEEN

**PWAN-HAVEN INVESTMENTS & REALTORS LTD**

*(THE VENDOR)*

AND



*(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:

EMMANUEL NDUBUISI, ESQ.

C/O THE LAW FIRM OF OLUKAYODE A. AKOMOLAFE

---

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_ 2021

**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]** S. (Hereinafter referred to as '**THE PURCHASER**' which expression shall wherever the context so admits include her 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 undisturbed and uninterrupted possession from time immemorial.
- 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 **600 Sqm each**) 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 **₦ 10,500,000.00 (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 [REDACTED]
- c. The Purchaser shall in addition to the purchase price contribute his proportionate share/cost of infrastructure and development levies within the scheme which includes:

Page 2 of 4

- 
- **DOCUMENTATION FEE:**
    - i. Registered Survey Plan Fee: **₦600,000 per plot**
    - ii. Deed of Assignment: **₦200,000 per plot**
    - iii. Plot Demarcation Fee: **₦50,000 per plot**
  - **INFRASTRUCTURE/DEVELOPMENT FEE:**

Pay the sum **₦3,000,000 (Three Million) only** for infrastructural/development fee 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) Plot within the Scheme. Such Rules and Regulations include.

**DOCUMENTATION FEE:**

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

• **INFRASTRUCTURE/DEVELOPMENT FEE:**

Pay the sum **₦3, 000,000 (Three Million) only** for infrastructural/development fee 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) 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 make payment for survey plan and legal fees (documentation fee) in respect of the One (1) Plot of land.
- b. To make payment for infrastructural/development fee
- 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 1<sup>st</sup> notice.

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) 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 legal and survey plan documents upon payment of documentation fees

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

- a. To allocate One (1) 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 legal and survey plan documents 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) Plot allocated to the Purchaser within the Scheme.

Page 3 of 4

**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**

**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**

\_\_\_\_\_  
**MD/C.E. O**

\_\_\_\_\_  
**LEGAL OFFICER**

**SIGNED, SEALED AND DELIVERED**

By the within named '**PURCHASER**'

\_\_\_\_\_  
[Redacted Signature]

In the presence of:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

