



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 PWANPLUS (CEDARWOODS VILLAS) FOR FRAUD, NON-
ALLOCATION, CRIMINAL BREACH OF TRUST, AND CONSPIRACY TO DEFRAUD –
₦2,030,000**

We are solicitors to the Petitioner, hereinafter referred to as “*our client*,” and on their behalf, we respectfully submit this formal criminal complaint against **PWANPLUS**, a subsidiary of **PWAN Group**, for actions constituting fraud, non-allocation of land, criminal breach of trust, and conspiracy to defraud.

FACTUAL SUMMARY

1. In **2018**, our client purchased **one (1)** residential plot of land at **Cedarwoods Villas**, offered by **PWANPLUS**, for a total cost of **₦2,000,000** (Two Million Naira).
2. Payment was made by instalments starting in 2018 and completed in 2019. Upon full payment, **PWANPLUS** issued the following documents:
 - A receipt confirming full payment of **₦2,000,000**;
 - A Contract of Sale;

- An Allocation Document.
- 3. Since **2019**, our client has repeatedly demanded physical allocation of the purchased plot but has yet to receive access to the land.
- 4. At some point, PWANPLUS proposed giving our client a different plot in another location, which our client rejected, insisting on the originally agreed plot.
- 5. Despite multiple follow-ups, PWANPLUS has failed to show or allocate the land for which full payment was made.
- 6. During this period, PWAN Group further demanded a development fee of **₦500,000**, which our client refused to pay because physical allocation has not been conducted.
- 7. Our client also paid an additional **₦30,000** for plot demarcation, which remains unfulfilled.

CRIMINAL OFFENCES DISCLOSED

The conduct of PWANPLUS and its responsible officers discloses multiple breaches of Nigerian criminal and consumer protection laws, including:

- **Advance Fee Fraud and Obtaining by False Pretence** – 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;
- **Unfair Business Conduct and Misrepresentation** – contrary to Section 14 of the Federal Competition and Consumer Protection Act (FCCPA), 2019;
- **Cheating** – contrary to Section 421 of the Penal Code (where applicable).

PRAYERS

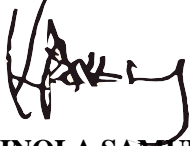
In light of the foregoing, we respectfully seek the following reliefs:

1. That your office immediately initiates a criminal investigation into the conduct of PWANPLUS and its responsible officers.
2. That prosecution be commenced against any persons found culpable for fraud, misrepresentation, and breach of trust.
3. That PWANPLUS be compelled to either:
 - Allocate the original plot at Cedarwoods Villas as agreed; **or**
 - Refund the total sum of **₦2,030,000** (₦2,000,000 for the land and ₦30,000 for demarcation fees) with applicable interest and compensation.
4. That the company be ordered to compensate our client for financial hardship, emotional distress, and loss of investment.
5. That relevant regulatory and enforcement agencies put in place strict measures to ensure PWANPLUS fulfils all pending obligations before making further land sales.

Our client is prepared to provide all supporting documents, including receipts, contracts, and correspondence, and shall cooperate fully in your investigation and enforcement.

Thank you for your urgent attention to this complaint.

Yours faithfully,



AKINOLA SAMUEL ELUYEFA ESQ

Principal Partner/Investor Partner

ELUYEFA CHAMBERS

On behalf of the alleged petitioner



Road 5, Shop I 307/308, Beside Stanbic IBTC Bank Plc, Ikota
Shopping Complex, Ajah, Lagos.
Tel: +2349099999835, +2347030449696
Email: pwanplus@gmail.com

Sold To
Address

[REDACTED]

Date issued	8/2/2019
Transaction date	8/2/2019
Transaction type	Transfer First
Currency	NGN (₦)
Duration	Final payment
Estate	CedarWood Villas
Total Price	2,000,000.00
Previous Bal	250,000.00
Amount paid	250,000.00
Current Bal.	0.00
Plot type	Residential
Remark	Final payment

PAYMENT RECEIPT

Payment method	Client code	Description	Amount(₦)
Final payment		Being Final payment for (1) One plot of land at CedarWood Villas	250,000.00
			250,000.00

AMOUNT IN WORDS: Two Hundred and Fifty Thousand Naira Only

08/02/2019

[REDACTED]

Dear Ma

PAYMENT NOTIFICATION LETTER

Sequel to the receipt of your full payment of **N2,000,000 (Two Million Naira)** only, for **one (1) residential** plot of land at **Cedarwood Villas**, please find below the description of the land you purchased:

- **LOCATION:** Gbarada Village, Aiyeteju Town, Eluju, Ibeju-Lekki LGA, Lagos State
- **TYPE/SIZE:** **One (1) residential plot** of developing land measuring **600sqm**
- **TITLE:** Registered Survey and Deed of Assignment with Excision in progress

You are now required to make the following payments towards perfecting your title to the purchased land and taking effective possession thereof pursuant to relevant clauses of your subscription form:

1. Provisional Survey Plan Fee: **₦100,000 only**
2. Plot Demarcation Fee: **₦30,000 only**
3. Deed of Assignment Fee: **₦200,000 only**
4. Development Fee: **₦500,000 only** (Development Fee covers the following: (1) Gutter construction (2) Transformers and Electrification (3) Tarred or Interlocked Roads (4) Building of special amenities e.g. Hospitals (5) Landscaping and beautification of the estate, etc.)

Payment shall be made into any **Polaris Bank** branch; Account Name: **PWAN PLUS BUSINESS CONCERNS LTD**; Account Number: **4020032842**.

Your provisional Survey Copies and Deed of Assignment shall be made available to you within three

CONTRACT OF SALE

BETWEEN

PWAN PLUS BUSINESS CONCERNS LTD
(THE VENDOR)

AND


(THE PURCHASER)

IN RESPECT OF ONE (1) RESIDENTIAL PLOT OF LAND MEASURING APPROXIMATELY 600SQM AT CEDARWOOD VILLAS SITUATE AT GBARADA VILLAGE, ELUJU, AIYETEJU TOWN, IBEJU-LEKKI LGA, LAGOS STATE.

CONTRACT OF SALE

BETWEEN

PWAN PLUS BUSINESS CONCERNS LTD
(THE VENDOR)

AND

[REDACTED]

IN RESPECT OF ONE (1) RESIDENTIAL PLOT OF LAND MEASURING APPROXIMATELY 600SQM AT CEDARWOOD VILLAS SITUATE AT GBARADA VILLAGE, ELUJU, AIYETEJU TOWN, IBEJU-LEKKI LGA, LAGOS STATE.

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(THE PURCHASER)


IN RESPECT OF ONE (1) RESIDENTIAL PLOT OF LAND MEASURING APPROXIMATELY
600SQM AT CEDARWOOD VILLAS SITUATE AT GBARADA VILLAGE, ELUJU, AIYETEJU

THIS AGREEMENT is made this 21st day of February 2019

BETWEEN

PWAN PLUS BUSINESS CONCERNS LTD, a Limited Liability Company incorporated under the **Companies and Allied Matters Act 1990 (Cap C20, LFN 2004)** with its office at Road 5, Suite 1, 307/308, Beside Stanbic IBTC Bank Plc, Ikota Shopping Complex, Lekki-Epe Expressway, Ajah, 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

 (hereinafter referred to as **'THE PURCHASER'** which expression shall wherever the context so admits include her assigns, legal representatives and successors-in-title) 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 are 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 per plot situate and described as **CEDARWOOD VILLAS** situate at **Gbarada Village, Aiyeteju Town, Eluju, Ibeju-Lekki LGA, Lagos State**.
3. The Vendor with intent to achieve its object of development of Schemes has procured **CEDARWOOD VILLAS** hereinafter referred to as 'the Scheme', whereby interested person (s) or organization (s) subscribes to the Scheme by way of monthly, quarterly installments or outright payment towards ownership of plot(s) of land within the Scheme.

IT IS HEREBY AGREED that the Purchaser has 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:

- a) The Purchaser has paid in installments the sum of **N2,000,000 (Two Million Naira)** only for the full subscription of the said **ONE (1) RESIDENTIAL PLOT** of land at **CEDARWOOD VILLAS**,

under the following terms and conditions:

- a) The Purchaser has paid in installments the sum of **N2,000,000 (Two Million Naira)** only for the full subscription of the said **ONE (1) RESIDENTIAL PLOT** of land at **CEDARWOOD VILLAS**, the receipt of which the Vendor hereby acknowledges.
- b) The Purchaser shall bear the cost of the preparation of a Survey Plan and Deed of Assignment in her name which shall be [REDACTED]
- c) The Purchaser shall pay for plot demarcation and her proportionate share/cost of infrastructure and development fees, which have been communicated to the Purchaser in the terms and conditions portion of the Purchaser's subscription form to this Scheme and a payment notification letter.
- d) The Purchaser shall endorse and comply with the Rules and Regulations of the Scheme to be provided by the Vendor after reasonable notice to the Purchaser and other subscribers- prior to, during or after the allocation of the **ONE (1) RESIDENTIAL PLOT** within the Scheme.
- e) The Vendor shall allocate the **ONE (1) RESIDENTIAL PLOT** of land within the Scheme as subscribed for by the Purchaser.
- f) The Vendor shall from time to time make rules and regulations or issue directives towards the realization of the functionality of the Scheme on the same condition in paragraph (d) above.

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4. **THE VENDOR COVENANTS WITH THE PURCHASER** as follows:

- a. To allocate **ONE (1) RESIDENTIAL PLOT** of land to the Purchaser at the time of allocation in **CEDARWOOD VILLAS**.
- b. 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 possession.
- c. The Vendor hereby indemnifies the Purchaser against loss (es) or adverse claim over the said

The PURCHASER shall furnish the VENDOR with the details of the new buyer in writing **AND** a charge of 10% of the consideration shall be paid to the VENDOR by the PURCHASER for transfer of title.

6. **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. Both parties covenant to uphold these terms as stated above.

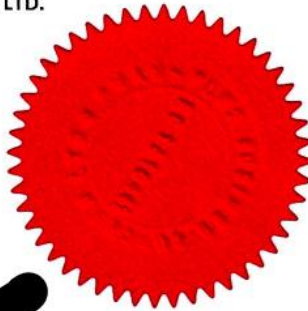
IN WITNESS WHEREOF, the Parties have hereto set their hands and seal the day and year first above written.

THE COMMON SEAL of **THE VENDOR** is hereby affixed.

PWAN PLUS BUSINESS CONCERNS 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: 