



**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 PWAN LEGEND FOR FRAUD, NON-ALLOCATION, CRIMINAL BREACH OF TRUST,  
AND CONSPIRACY TO DEFRAUD – ₦900,000**

We act as solicitors to the Petitioner, hereinafter referred to as “our client,” and on their behalf, we formally lodge this criminal complaint against **PWAN Legend**, one of the subsidiaries under the PWAN Group umbrella, for conduct amounting to **fraud, criminal breach of trust, conspiracy to defraud, and deliberate non-allocation** of land despite receiving full payment since 2020.

**FACTUAL SUMMARY**

1. In **2020**, our client subscribed to a land ownership scheme offered by **PWAN Legend**, and made payments totaling **₦900,000 (Nine Hundred Thousand Naira)** for a residential plot of land.
2. The payments were made in two tranches:
  - o **₦600,000** on the first transaction;
  - o **₦300,000** on the second transaction.
3. These payments were made in good faith and were supported by official receipts and payment acknowledgements issued by PWAN Legend. *(Copies of the receipts are attached herewith.)*

4. PWAN Legend assured our client that allocation and possession of the land would be promptly carried out after payment, and that necessary documentation such as allocation letters and a deed of assignment would follow.
5. However, despite the passage of more than **four years**, no allocation has taken place, and no document has been issued to our client.
6. Multiple attempts by our client to secure allocation—including **emails, follow-up letters, and physical visits**—have been met with silence. All correspondence and requests have gone **entirely unanswered** by the company and its representatives.
7. As of the date of this petition, our client has neither received **a parcel of land nor a refund**, amounting to unlawful enrichment by the company.

### CRIMINAL OFFENCES DISCLOSED

The actions of **PWAN Legend**, and/or its directors, agents, and staff, amount to serious criminal breaches under Nigerian law, 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 Practices 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 Act* (if applicable).

### PRAYERS

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

1. **Commence an immediate criminal investigation** into the conduct of PWAN Legend and all persons connected to this fraudulent transaction;
2. **Prosecute all officers, agents, and directors found culpable** for conspiracy, fraud, and breach of trust;
3. **Recover and refund the full sum of ₦900,000** to our client without further delay;
4. In the alternative, **compel immediate allocation** of the promised land with supporting documentation including the Deed of Assignment and Allocation Letter;
5. **Compensate our client** for the emotional and financial hardship caused by this fraudulent and negligent conduct;
6. Impose **regulatory sanctions** to prevent the company and its affiliates from perpetrating similar fraud on unsuspecting buyers.

We are ready to provide the attached receipts and additional evidence, including sworn statements, and will cooperate fully in your investigation.

Thank you for your prompt attention to this matter.

Yours faithfully,



**AKINOLA SAMUEL ELUYEFA ESQ**

*Principal Partner/Investor Partner*

**ELUYEFA CHAMBERS**

*On behalf of the alleged petitioner*



House 11, Road 24, Ikota Villa Estate,  
beside Mega Chicken, Ikota Lekki, Eti-Osa, Lagos.  
☎ +234-818-888-8861, 234-818-888-8736

29<sup>TH</sup> NOVEMBER 2020



Dear Sir,

**PAYMENT NOTIFICATION LETTER**

Sequel to the completion and receipt of your Full Payment for One (1) Residential Plot of Land at LEGEND PARK PHASE 2 ESTATE, situated at Odeomi, Ibeju-Lekki Local Government Area, Lagos State.

Please find below the payments summary & description of the serviced plots you purchased:

Full Payment of One (1) Residential Plot of Land 29<sup>TH</sup> November 2020: NGN300,000.00  
Part Payment was made 1<sup>ST</sup> September 2020: NGN600,000.00

Total: NGN900,000.00

**LOCATION:** Odeomi, Ibeju-Lekki Local Government Area of Lagos State.

**TYPE/SIZE:** One (1) Residential Plot of Undeveloped Parcel of Land measuring 450SQM

**TITLE:** Undeveloped parcel of Land with Proposed Excision by Lagos State Government.

You are kindly required to make the following payments:

1. **Provisional Survey Plan Fee:** To pay the sum of ₦150,000.00 per plot as cost for your Provisional Survey Plan to be made in your name.
2. **Plot Demarcation Fee:** To pay the sum of ₦30,000.00 only per plot for your plot demarcation.
3. **Deed of Assignment Fee:** To pay the sum of ₦150,000.00 only per plot for Legal and Signing fee for your Deed of Assignment
4. **Development Fee:** To pay the sum of ₦700,000.00 only per plot

Payment shall be made into any Zenith Bank branch.

Account Name: PWAN LEGEND REALTORS & INVESTMENTS LTD

Account Number: 1015518537.

Your Provisional Survey Copies containing full details of your plots shall be made available to you after your physical allocation and confirmation of payment as indicated above.

Thank you very much for partnering with us to make home ownership dreams a reality for as many people as we possibly can.

# **CONTRACT OF SALE**

BETWEEN

**PWAN LEGEND REALTORS AND INVESTMENTS LTD**  
(THE VENDOR)

AND



(THE PURCHASER)

IN RESPECT OF ONE (1) RESIDENTIAL PLOT OF LAND AT LEGEND PARK PHASE 2  
ESTATE SITUATED AT ODEOMI, IBEJU-LEKKI LOCAL GOVERNMENT AREA OF  
LAGOS STATE.

PREPARED BY:

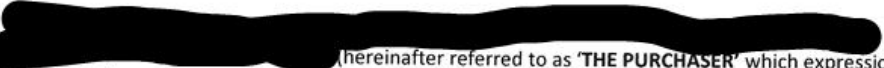
EMMANUEL NDUBUISI, ESQ.  
C/O THE LAW FIRM OF OLUKAYODE A. AKOMOLAFE

THIS AGREEMENT is made this 29<sup>TH</sup> day of NOVEMBER 2020

**BETWEEN**

**PWAN LEGEND REALTORS AND INVESTMENTS LTD** a Limited Liability Company incorporated under the Laws of the Federal Republic of Nigeria with its office at House 11, Road 24, Ikota Villa Estate, Beside Mega Chicken, 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**

 (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 450 square meters per plot situated and described as **LEGEND PARK PHASE 2 ESTATE**.
3. The Vendor with intent to achieve its objective of development of Schemes has procured **LEGEND PARK PHASE 2 ESTATE** hereinafter referred as '**The Scheme**', whereby interested person(s) or organization(s) 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 has fully subscribed to **ONE (1) RESIDENTIAL PLOT OF LAND (measuring 450 square meters)** and the Vendor shall allocate same within the Scheme to the Purchaser under the following terms and conditions:

- a) The Purchaser has fully paid the purchase sum of **₦9,00,000.00 (Nine Hundred Thousand Naira)** only for the full subscription of the said **ONE (1) RESIDENTIAL PLOT OF LAND** at **LEGEND PARK PHASE 2 ESTATE**, the receipt of which the Vendor hereby acknowledges.
- b) The Purchaser shall bear the cost of the preparation of a **Survey Plan** in her name which shall be **MRS THOMAS EGWU UZOAMAKA CYNTHIA**
- c) The Purchaser shall contribute her proportionate share/cost of infrastructure and development levies to be communicated to subscribers at the appropriate time.
- d) The Purchaser shall endorse and comply with the Rules and Regulation of the Scheme to be provided by the Vendor prior to during or after the allocation of the **ONE (1) RESIDENTIAL PLOT OF LAND** within the Scheme.

e) The Vendor shall allocate the **ONE (1) RESIDENTIAL PLOT OF LAND** within the Scheme.



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

- b. To allocate **ONE (1) RESIDENTIAL PLOT OF LAND** to the **Purchaser** at the time allocation in **LEGEND PARK PHASE 2 ESTATE** situated at **Odeomi, Ibeju-Lekki Local Government Area of Lagos State**.
- c. 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.
- d. The **Vendor** hereby indemnifies the **Purchaser** against loss(es) or adverse claim over the said **ONE (1) RESIDENTIAL PLOT OF LAND** 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 **ONE (1) RESIDENTIAL PLOT OF LAND**.
- b. If the **PURCHASER** wishes to withdraw from this scheme at any time before taking possession:
  - 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.
  - ii. An administrative charge of 10% and 30% Agency fee shall be deducted.

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 presents.

**IN WITNESS WHEREOF**, the **Parties** have hereto set their hand and sealed this day and year first above written.

THE COMMON SEAL of **THE VENDOR** is affixed  
**PWAN LEGEND REALTORS AND INVESTMENTS LTD**  
IN THE PRESENCE OF:



**DIRECTOR**



**SECRETARY**

SIGNED, SEALED AND DELIVERED



House 11 Road 24, Ikota Villa Estate, Beside Mega Chicken,  
Ikota Lekki, Eti-Osa, Lagos.  
+234 81 888 888 61, +234 81 888 887 36.

## PAYMENT RECEIPT

Sold to:

Date:

Receipt #:

File #:

Payment Method	Reconciling Bank	Land Location	Duration
OUTRIGHT	PWAN LEGEND -GTBANK	LEGEND PARK ESTATE PHASE 2	3 MONTHS

Qty	Size #	Description	Amount	Discount	Line Total
1	450SQM	Part Payment for One (1) Residential Plot of Land at LEGEND PARK ESTATE PHASE 2, Odeomi, Ibeju Lekki, Lagos.	NGN600,000.00	NGN0.00	600,000.00
		Total Amount Paid: NGN600,000.00			
		Outstanding Balance: NGN300,000.00			

Amount in words: Six Hundred Thousand Naira Only .

Total Discount

Subtotal 600,000.00

Sales Tax

Total 600,000.00

FOR:  
PWAN LEGEND  
REALTORS AND INVESTMENTS LTD.

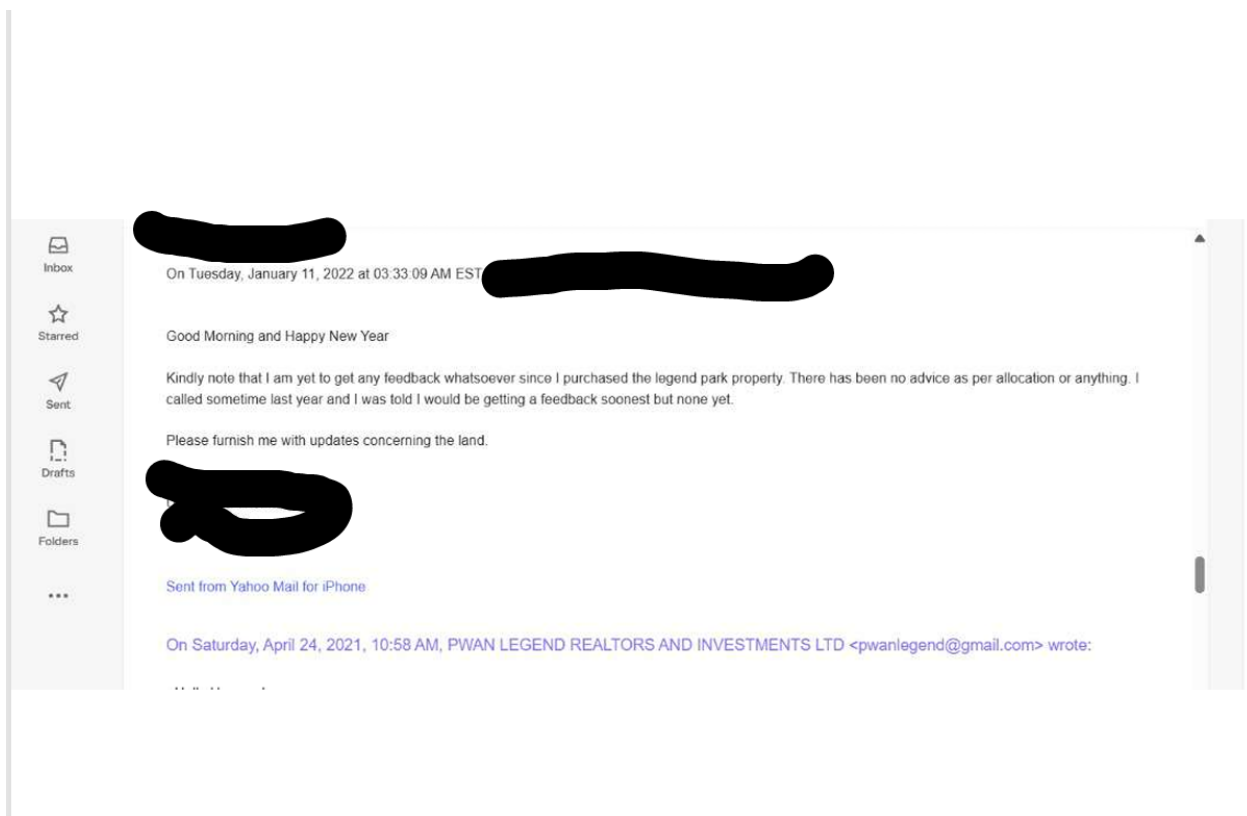
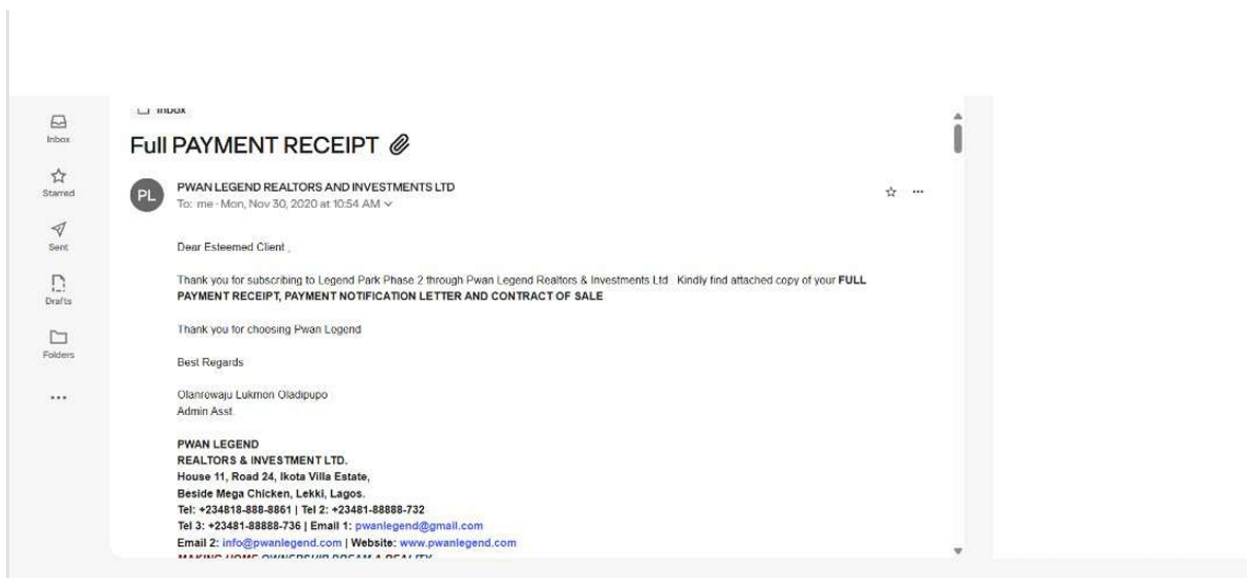
SIGNATURE:

info@pwanlegend.com | www.pwanlegend.com

...making home ownership dream a reality.







On Monday, November 30, 2020, 4:54 PM, PWAN LEGEND REALTORS AND INVESTMENTS LTD  
<[pwanlegend@gmail.com](mailto:pwanlegend@gmail.com)> wrote:

Dear Esteemed Client ,

Thank you for subscribing to Legend Park Phase 2 through Pwan Legend Realtors & Investments Ltd . Kindly find attached copy of your **FULL  
PAYMENT RECEIPT, PAYMENT NOTIFICATION LETTER AND CONTRACT OF SALE**.

Thank you for choosing Pwan Legend

Best Regards

Olanrewaju Lukmon Oladipupo  
Admin Asst.

**PWAN LEGEND  
REALTORS & INVESTMENT LTD.**  
House 11, Road 24, Ikota Villa Estate,  
Beside Mega Chicken, Lekki, Lagos.  
Tel: +234818-888-8861 | Tel 2: +23481-88888-732  
Tel 3: +23481-88888-736 | Email 1: [pwanlegend@gmail.com](mailto:pwanlegend@gmail.com)  
Email 2: [info@pwanlegend.com](mailto:info@pwanlegend.com) | Website: [www.pwanlegend.com](http://www.pwanlegend.com)

Send

