



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 CHAMPION REALTORS AND ESTATES LIMITED FOR LAND FRAUD, NON-ALLOCATION, CRIMINAL BREACH OF TRUST, AND CONSPIRACY TO DEFRAUD - ₦1,500,000

We act as solicitors to the Petitioner, hereinafter referred to as “our client”, and on their behalf, we hereby lodge this formal criminal complaint against **PWAN Champion Realtors and Estates Limited**, for acts amounting to **fraud, criminal breach of trust, deliberate misrepresentation, and conspiracy to defraud**, in connection with the sale and non-allocation of a plot of land despite receiving full payment.

FACTUAL SUMMARY

1. In or around **the year 2016**, our client purchased a residential plot of land from **PWAN Champion Realtors and Estates Limited**, following assurances from the company and its agents regarding prompt allocation and documentation.
2. The land, whose precise location and estate name were clearly stated in the marketing agreement, was priced at **₦1,500,000 (One Million, Five Hundred Thousand Naira)**, which our client paid in full.

3. In addition to the land payment, our client was also informed that allocation would follow shortly, subject to internal processing.
4. However, **since full payment was made**, the company has **neither allocated the land nor provided supporting documents**, including a Deed of Assignment, Survey Plan, or even an Allocation Letter.
5. Numerous follow-ups by our client, including **physical visits to the company's office, written communications, and calls to their representatives**, have been met with unfulfilled promises and complete evasiveness.
6. As of the time of this petition, **9 years has passed**, and PWAN Champion Realtors and Estates Limited continues to withhold both the land and all relevant documentation—causing our client serious **financial loss, emotional distress, and anxiety**.

CRIMINAL OFFENCES DISCLOSED

The conduct of **PWAN Champion Realtors and Estates Limited**, through its agents and officers, amounts to multiple breaches of Nigerian criminal law, including:

- **Advance Fee Fraud** – contrary to Section 1(1)(a) and (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*;
- **Deceptive Conduct in Business** – contrary to Section 14 of the *Federal Competition and Consumer Protection Act (FCCPA), 2019*;
- **Cheating** – under the *Penal Code* (where applicable).

PRAYERS

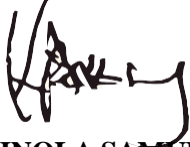
On behalf of our client, we humbly urge your esteemed office to:

1. Commence immediate **criminal investigation** into the fraudulent conduct of **PWAN Champion Realtors and Estates Limited** and its relevant staff;
2. **Prosecute all responsible parties** in accordance with applicable laws;
3. **Recover and refund the sum of ₦1,500,000** to our client, or in the alternative, **compel immediate allocation** of the plot with all requisite documentation;
4. Award **compensation** to our client for breach of trust, mental anguish, and loss of expected property use;
5. Issue a **regulatory or industry-wide advisory** against the continued sale of unallocated land by the company and its subsidiaries, pending resolution of this matter.

We are ready to provide further documentation, including proof of payment, communications with company representatives, and any other material required to assist your office in its investigation and prosecution.

Thank you for your anticipated attention and prompt action.

Yours faithfully,

A handwritten signature in black ink, appearing to read 'Akinola Samuel Eluyefa Esq.', with a stylized, cursive script.

AKINOLA SAMUEL ELUYEFA ESQ

Principal Partner/Investor Partner

ELUYEFA CHAMBERS

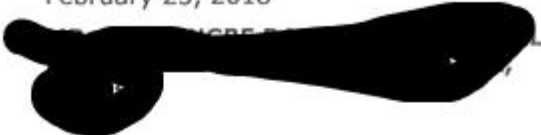
On behalf of the alleged petitioner



February 23, 2018

HEAD OFFICE: No 6 Ogbeni Street, THEJA ANNEX, off Lekki-Epe Expressway
by Conoil Filling Station, beside Golden Park Estate, Ogidan, Ajah, Lekki, Lagos.
Tel: +234 1 2956848

IKEJA OFFICE: 16A Sule Abuka Close off Opebi Road by GTB, Opebi, Ikeja, Lagos.
Tel: +234 1 2957206. Emails: pwanltd@yahoo.com, info@pwanhomes.com



Dear Valued Client,

PHYSICAL ALLOCATION NOTIFICATION

You are hereby notified of your allocation as follows:

Estate Name: TEHILLA GARDENS ESTATE LAGOS

No of Plots: 1 PLOT

Plot Details: BLOCK B6PLOT 8

Date of Allocation: 23RD FEBRUARY, 2018

Note that this letter is temporary pending the receipt of your survey plan.

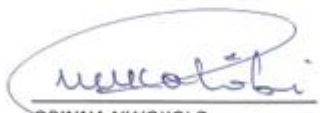

Subsequently, you are responsible for the clearing of your land.

The free plot will be allocated to you on a later date.

Thanking you for confiding in us.

Yours faithfully,


EZUMEZU IKENNA
AUTHORISED SIGNATORY


OBINNA NWOKOLO
AUTHORISED SIGNATORY




...making home ownership dreams a reality

www.pwanhomes.com



HEAD OFFICE: No 6 Ogbeni Street, THERA ANNEX, off Lekki-Expressway-Epe, by Conoil Filling Station, beside Golden Park Estate, Ogidan, Ajah, Lekki, Lagos. Tel: +234 1 2956848
IKEJA OFFICE: 16A Sule Abuka Close off Opebi Road by GTB, Opebi, Ikeja, Lagos. Tel: +234 1 2957206. Emails: pwanltd@yahoo.com, info@pwanhomes.com.

15th March, 2016.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
Dear [REDACTED]

ALLOCATION LETTER FOR ONE PLOT OF LAND AT TEHILLA GARDENS ESTATE ALONG AKODO ROAD, IBEJU-LEKKI L.G.A

Congratulations Sir, we are pleased to inform you that One (1) plot of land have been allocated to you in Tehilla Gardens Estate, along Akodo Road, Ibeju Lekki Local Government Area of Lagos State:

Please find the description of the allocation below:

LOCATION: Along Akodo Road, Ibeju-Lekki Local Government Area of Lagos State

SIZE: One (1) Plot of Undeveloped land measuring 600sqm.

TYPE: Undeveloped parcel of Land presently going through the process of excision at the Ministry of lands, Alausa, Lagos State.

Kindly pay the sum of ₦20,000 only per plot as **Plot Demarcation (4 Corner Piece) fee** for your plots into any **Diamond Bank**. Account Name: **Folkland Property Development Company**, Account Number: **0035628388**.

Your provisional Survey Copies containing full details of your plot will be made available to you after physical allocation.

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 HOMES LTD
(THE VENDOR)

AND


(THE PURCHASER)

IN RESPECT OF ONE (1) PLOT OF LAND AT TEHILLA GARDENS SITUATE ALONG
AKODO ROAD, IBEJU-LEKKI LOCAL GOVERNMENT AREA OF LAGOS STATE

Prepared by,


Emili Ajogwu (Barr)
Legal Practitioner
c/o PWAN Homes Ltd.
No.6, Ogbeni Street by Golden Park Estate,
Ogidan, Sangotedo,
Ajah,
Lagos State

THIS AGREEMENT is made this 28th day of April 2016

BETWEEN

PWAN HOMES LTD a Limited Liability Company incorporated under the Laws of the Federal Republic of Nigeria with its office at No.6, Ogbeni Street by Golden Park Estate, Ogidan, Sangotedo, Ajah, 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 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 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 **600 square meters each** situate and described as **TEHILLA GARDENS**.
3. The Vendor with intent to achieve its object of development of Schemes has procured **TEHILLA GARDENS** 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.

IT IS HEREBY AGREED that the Purchaser has fully subscribed to **One (1) 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:

1. The Purchaser has paid the purchase sum of **₦1, 500,000 (One Million, Five Hundred Thousand Naira)** for the full subscription of the said **One (1) Plot** of land at **TEHILLA GARDENS**, the receipt of which the Vendor hereby acknowledges.
2. The Purchaser shall contribute his proportionate share/cost of infrastructure and development levies to be communicated to subscribers at the appropriate time.
3. The Purchaser shall endorse and comply with the Rules and Regulation to the Scheme to be provided by the Vendor prior to during or after the allocation of the **One (1) Plot** within the Scheme.
4. The Vendor shall allocate the **One (1) Plot** of land within the Scheme as subscribed for by the Purchaser.
5. The Vendor shall from time to time make rules and regulations or issue directives towards the

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

1. To allocate **One (1) Plot** of Land to the PURCHASER at the time of allocation in TEHILLA GARDENS situate along Akodo Road, Ibeju-Lekki Local Government Area of Lagos State.
2. To refund to the PURCHASER the total money paid less 20% administrative charges and 10% Agency Fee, if the PURCHASER is no longer interested in the scheme at any time before taking full possession.
3. The Vendor hereby indemnifies the Purchaser against loss (es) or adverse claim over the said One (1) Plot allocated to the Purchaser within the Scheme.

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

If the PURCHASER wishes to withdraw from this scheme at any time:

- 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 20% and 10% 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 hands and sealed the day and year first above written.

THE COMMON SEAL of THE VENDOR is affixed

PWAN HOMES LTD

IN THE PRESENCE OF:



DIRECTOR



SECRETARY

In the presence of:

Name: _____

Address: _____

Occupation: _____

Signature: _____

Date: _____





- = Real Estate & Property Development
- = Consultancy
- = Land Survey
- = Logistics

Sales Receipt

Sold to:

Date:
Receipt #:
File #:

Payment Method	Reconciling Bank	Land Location	DURATION
OUTRIGHT	FBN	TEHILLA GARDEN 1 Estate	NIL

Qty	Size #	Description	Unit Price	Discount	Line Total
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1.00	600 Sqm	Full Payment for One (1) plot of land at TEHILLA GARDEN 1 Estate.	1,500,000.00		1,500,000.00
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Amount in words: One Million Five Hundred Thousand Naira Only

Total Discount

Subtotal 1,500,000.00
Sales Tax
Total 1,500,000.00

FOR PWAN HOMES LTD:

Signature

Received By:

Signature



Contact Address: 6, Ogbeni Street, By Golden Park Estate, Ogidan Sangotedo, Ajah - Lagos. 08029595951, 08121040406.
Email Address: pwanltd@yahoo.com