



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 (FOUNTAIN BROOKS ESTATE, IBEJU LEKKI, LAGOS STATE) FOR FRAUD, NON-ALLOCATION OF LAND, CRIMINAL BREACH OF TRUST, AND CONSPIRACY TO DEFRAUD – ₦4,800,000

We act as solicitors to the Petitioner, hereinafter referred to as “**our client**”, and on their behalf lodge this formal complaint against **PWAN Group** and its agents responsible for the marketing and sale of plots at **Fountain Brooks Estate**, Ibeju Lekki, Lagos State.

FACTUAL SUMMARY

1. In or around **in the year 2022**, our client purchased a residential plot of land at **Fountain Brooks Estate**, Ibeju Lekki, Lagos State, for a total sum of **₦4,800,000**
2. The full payment was made to PWAN Group, with the expectation of receiving a valid allocation and title documents.

3. Despite several years of repeated demands, there has been **no physical allocation, no land, no title documents, and no refund** of the amount paid.
4. PWAN Group and its agents have failed, refused, and neglected to allocate any plot or refund the money paid.
5. Our client's reliance on PWAN's representations has resulted in significant financial loss, hardship, and mental distress.

CRIMINAL OFFENCES DISCLOSED

The conduct of PWAN Group and its agents amounts to grave violations under Nigerian law:

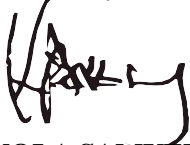
- **Obtaining by False Pretence / Advance Fee Fraud** – contrary to Section 1(1)(a) & (3) of the Advance Fee Fraud and Other Fraud Related Offences Act, 2006;
- **Criminal Breach of Trust** – contrary to Section 312 of the Criminal Code Act;
- **Conspiracy to Defraud** – contrary to Section 516 of the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

PRAYERS

Accordingly, we humbly request that your office:

1. **Initiate a criminal investigation** into PWAN Group and its officers regarding the sale and non-allocation of the property.
2. Prosecute all persons involved for fraud, misrepresentation, and conspiracy to defraud.
3. Recover and refund the sum of **₦4,800,000** to our client without further delay.
4. Grant compensation for the financial and emotional damages suffered by our client.
5. Take regulatory action to stop PWAN Group from selling encumbered or unavailable land to unsuspecting buyers.

Yours faithfully,



AKINOLA SAMUEL ELUYEFA ESQ

Principal Partner/Investor Partner

ELUYEFA CHAMBERS

On behalf of the alleged petitioner



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

Sales Receipt

Sold to:

Date:

Receipt #:

File #:

Payment Method		Reconciling Bank	Land Location		DURATION
INSTALLMENT RESIDENTIAL PLOT		ZENITH BANK PLC	FOUNTAIN BROOKS GARDENS		12 MONTHS
			Unit Price:	2,000,000	
Qty	Size #	Description	Amount Paid (N)	Discount	Line Total
1.00	600sqm	FINAL Installment for One (1) plot of Land at FOUNTAIN BROOKS GARDENS			1,200,000.00
OUTSTANDING BALANCE					

Dear Sir,

PAYMENT NOTIFICATION AND ALLOCATION LETTER

Sequel to the receipt of your payment for One (1) plot of land at Fountain Brooks Gardens, Ayinde Village, Korodo in Ibeju – Lekki Local Government, Lagos State

Please find below the description of the allocation:

LOCATION: Ayinde Village, Korodo, in Ibeju – Lekki Local Government, Lagos State.

TYPE/SIZE: One (1) plot of developing parcel of land measuring 600 square meters.

TITLE: Undeveloped parcel of Land with Excision in View, File No. KL10759 and a Registered Survey and Deed of Assignment.

You are required to make the following payments before your allocation:

1. **Provisional Survey Plan Fee:** To pay the sum of ₦100,000 only per plot, being the payment for your Provisional Survey Plan to be made in your name(s).
2. **Plot Demarcation Fee:** To pay the sum of ₦70,000 per plot being outstanding payment for plot demarcation.
3. **Deed of Assignment Fee:** To pay the sum of ₦200,000 only per plot, being the payment for your Deed of Assignment.
4. **Development Fee:** will be communicated to you later.

Payment shall be made into any Zenith Bank branch. Account Name: PWAN PREMIUM REALTORS AND CONCERNS LTD, Account Number: 1015095434.

Building plans are to be submitted in 2D and 3D Formats to PWAN PREMIUM REALTORS AND CONCERNS LTD for consent and approval as we expect your construction works to commence as soon as possible.

Your Survey containing full details of your plot shall be made available to you.



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

Sales Receipt

Sold to:

[REDACTED]

Receipt #:

File #:

[REDACTED]

Payment Method		Reconciling Bank	Land Location		DURATION
INSTALLMENT RESIDENTIAL PLOT		ZENITH BANK PLC	FOUNTAIN BROOKS GARDENS		12 MONTHS
			Unit Price:	2,000,000	
Qty	Size #	Description	Amount Paid (N)	Discount	Line Total
1.00	600sqm	Third Installment for One (1) plot of Land at FOUNTAIN BROOKS GARDENS			400,000.00
OUTSTANDING BALANCE			1,200,000.00		



- Consultancy
- Land Survey
- Logistics

Sales Receipt

Sold to: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Date: [REDACTED]
Receipt #: [REDACTED]
File #: [REDACTED]

Payment Method	Reconciling Bank	Land Location	DURATION		
INSTALLMENT RESIDENTIAL PLOT	ZENITH BANK PLC	FOUNTAIN BROOKS GARDENS	12 MONTHS		
Unit Price:		2,000,000			
Qty	Size #	Description	Amount Paid (N)	Discount	Line Total
1.00	600sqm	Second Installment for One (1) plot of Land at FOUNTAIN BROOKS GARDENS	300,000.00		300,000.00
OUTSTANDING BALANCE			1,600,000.00		
Amount: THREE HUNDRED THOUSAND NAIRA ONLY			Total Discount		
			Subtotal		300,000.00
			Sales Tax		
			Total		300,000.00
FOR PWAN PREMIUM REALTORS & CONCERNS LTD:			Signature		

CONTRACT OF SALE

BETWEEN

PWAN PREMIUM REALTORS AND CONCERNS LIMITED

(VENDOR)

AND

MR. EPHRAIM [REDACTED]

(PURCHASER)

**IN RESPECT OF ALL THAT ONE (1) RESIDENTIAL PLOT OF LAND AT FOUNTAIN
BROOKS GARDENS SITUATE AT AYINDE VILLAGE, KORODO, IBEJU – LEKKI
LOCAL GOVERNMENT AREA, LAGOS STATE.**

PREPARED BY:

THIS CONTRACT OF SALE ("Agreement") is made this day of 20.....

BETWEEN

PWAN PREMIUM REALTORS & CONCERNS a limited liability company incorporated under the Laws of the Federal Republic of Nigeria having its registered office at 2 Plot 18 Udo Wogu Drive, Chevy View Estate, New Road Bus Stop, Lekki – Epe Expressway, Lagos State, Nigeria (hereinafter referred to as the "**Vendor**" which expression shall where the context so admits include its successors-in-title, legal representatives and assigns) of the first part;

AND

~~Mr. [REDACTED]~~ (hereinafter referred to as the "**Purchaser**" which expression shall where the context so admits include his heirs, legal or personal representatives and assigns) of the second part.

(The Vendor and the Purchaser shall be individually referred to as "**Party**" and jointly as "**Parties**")

WHEREAS:

- A. 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.
- B. The Vendor has acquired a vast tract of land measuring 600 square meters per Plot situate and described as **FOUNTAIN BROOKS GARDENS** situate at Ayinde Village, Korodo, Ibeju – Lekki Local Government Area, Lagos State (the "**Property**").

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. AGREEMENT TO SELL

- 1.1 Subject to the execution of a Deed of Assignment between the Parties and payment of consideration as herein agreed, the Vendor hereby agrees to sell and the Purchaser hereby agrees to buy the Plot.
- 1.2 It is hereby agreed by the Parties that the alienation/ transfer of rights and interests of the Vendor in and over the Plot to the Purchaser is firm and without any encumbrance.

2. PURCHASE PRICE

- 2.1 The consideration for the purchase of the Plot, shall be the sum of **N 2,000,000 (Two Million, Naira)** (hereinafter referred to as the "**Purchase Price**").
- 2.2 The Parties hereby recognize and acknowledge the sum of **N2, 000,000 (Two Million Naira)** paid by the Purchaser to the Vendor as the full payment of the Purchase Price.

3. COVENANTS

- 3.1. **The Vendor hereby covenants as follows:**

The Vendor covenants that upon full payment of the consideration herein by the Purchaser:

- 3.1.1. It shall grant vacant possession of the Plot to the Purchaser;
- 3.1.2. It shall execute all the necessary and appropriate documents for transfer of the title on the Plot to the Purchaser.

4. DELIVERY OF DOCUMENTS

4. Delivery of original documents relating to the Plot shall be made to the Purchaser within a reasonable time.

5. USE OF COMMON AREAS AND SERVICES

5. The Purchaser acknowledges that he has no title or interest in the common areas and services within the Scheme and as such shall comply with the rules and regulations governing the use of common areas and services within the Scheme.

6. FEES, CHARGES AND REGULATORY CONSENTS

- 6.1. The Purchaser is responsible for all fees, taxes and charges (including but not limited to perfection fees, development fees, ground rent, tenement rate, Land Use Charge, title upgrade fees and any other fee that shall be communicated to the Purchaser by the Vendor or any other requisite authority from time to time) to be charged in connection with the Plot and shall bear all costs related thereto.
- 6.2. The Purchaser hereby undertakes to pay all or any taxes, charges, stamp duties and other fees payable in respect of the perfection/registration of his interest and transfer of title in respect of the Plot to the relevant authorities as and when the same is required to be paid.

7. RIGHT OF ASSIGNMENT/ RESALE

- 7.1. Upon delivery of the Plot to the Purchaser, the Purchaser shall have the right to assign his rights in respect of the Plot or resell the Plot to the Vendor or any third party without the Vendor's written consent. This Agreement shall be binding and inure to the benefit of the Parties hereto, and their respective permitted successors and assigns.

- 8.1. The Vendor and the Purchaser shall be entitled to terminate this Agreement by a written notice.
- 8.2. If the Purchaser wishes to withdraw from this Agreement at any time before taking possession, he shall:
- give an initial notice of 90 days for the refund Purchase Price;
 - give an additional 60 days' notice if the refund has not been paid to them by the Vendor after the expiration of the initial notice.

Provided that the vendor shall deduct the requisite administrative charge and agency fee in accordance with clause 3.1.3 of this Agreement.

- 8.3. In addition to clause 8.2 above, the Vendor shall be entitled to charge and deduct from the Purchase Price, the cost of depreciation on the value of the Property for any damage or destruction done to the Property, the cost of which shall be determined by the Vendor.

9. NOTICES

- 9.1. All notices authorized or required between the Vendor and the Purchaser by any of the provisions of this Agreement, must be in writing, in English and delivered in person or by courier service or by any electronic means of transmitting written communications which provides written confirmation of complete transmission, and addressed to such Party.
- 9.2. All forms of oral communications do not constitute notice for purposes of this Agreement and telephone conversations serves for convenience only.

10. SEVERABILITY

Each of the provisions of this Agreement is severable and distinct from the others and if at any

- 9.2. All forms of oral communications do not constitute notice for purposes of this Agreement and telephone conversations serves for convenience only.

10. SEVERABILITY

Each of the provisions of this Agreement is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the legality, validity and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.

11. GOVERNING LAW

This Agreement shall be governed and construed in all respects in accordance with the laws of the Federal Republic of Nigeria.

12. DISPUTE RESOLUTION

- 12.1. If any controversy, claim or dispute arises with and relates in any way to the interpretation, performance or enforcement of any term of this Agreement, or any breach thereof, or concerns any other matter in connection with this Agreement, Parties shall use their best endeavors to settle amicably in good faith any dispute or difference between them arising from or in connection with this Agreement through mutual discussion.
- 12.2. If the Parties are unable to settle the dispute as indicated above, the dispute shall be referred to mediation by the legal representative of either of the Parties.

13. GENERAL

- 13.1. No waiver by any Party of any provision contained in this Agreement or of its rights hereunder shall be binding unless made expressly and confirmed in writing. Any such waiver shall relate only to such matters, non-compliance, or breach as expressly confirmed in writing and shall not apply to any subsequent matters, non-compliance, or breach.
- 13.2. No variation or amendment of this Agreement shall be effective unless it is in writing and signed by or on behalf of the Parties to this Agreement.
- 13.3. This Agreement is personal to the Parties and neither Party shall without the written consent of the other, assign or dispose of its rights or obligations under this Agreement. Provided that;
 - i. Where a transfer of interest is to be made to a third-party, the Purchaser shall bear the cost of procuring the document(s) required to transfer the interest and title to the third party. The applicable cost for the procurement of the aforementioned documents shall be determined by the Vendor at the time of notification of intention to transfer.
- 13.4. This Agreement constitutes the entire agreement between the parties. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement.