



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 (OLIVE PARK ESTATE PHASE 1) FOR FRAUD, CRIMINAL BREACH OF TRUST, NON-ALLOCATION, AND CONSPIRACY TO DEFRAUD – ₦9,000,000

We are solicitors to the Petitioner, hereinafter referred to as “our client,” and on their behalf, we respectfully submit this formal complaint against **PWAN Group**, its officers, and its subsidiaries responsible for the sale and management of **Olive Park Estate Phase 1, Elepete Village, near Aiyeteju Town, Ibeju-Lekki, Lagos State**.

This petition arises from PWAN's **deliberate failure to allocate five (5) plots of land fully paid for since 2017**, repeated acts of **deception, breach of trust**, and a pattern of excuses used to avoid performance of contractual obligations.

FACTUAL SUMMARY

1. Between **2017 and 2018**, our client purchased **five (5) plots of land** at **Olive Park Estate Phase 1, Ibeju-Lekki**, from PWAN Group, at the cost of **₦1,800,000 per plot**, totaling **₦9,000,000 (Nine Million Naira Only)**.
2. All payments were duly made, and PWAN issued receipts and sales documents confirming full ownership of the said plots.
3. Despite full payment, **no physical allocation has been made to date**. Each time our client contacted PWAN, they gave excuses such as “the rainy season” or “internal administrative delays.”
4. In **March 2025**, PWAN specifically instructed our client (who is based abroad) to travel to Nigeria for the long-awaited allocation. Our client complied, incurring international travel costs.
5. Upon arriving in Nigeria, our client visited the PWAN office in Ibeju-Lekki with legal counsel. However, **PWAN once again failed to conduct any allocation or site visit**, citing new excuses, and left our client without redress or a

definite timeline.

6. Our client was forced to return abroad **without receiving possession** of any of the five (5) plots purchased and has since been **stonewalled by PWAN representatives**, despite all financial and legal obligations being fulfilled.
7. The continued **non-allocation after eight years**, coupled with excuses and avoidance of responsibility, shows a clear **intent to defraud and dishonestly deprive our client of her property and investment**.

CRIMINAL OFFENCES DISCLOSED

The conduct of PWAN Group and its agents constitutes criminal and civil violations under Nigerian law, including:

- **Advance Fee Fraud / Obtaining by False Pretence** – 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*;
- **Unfair Trade and Misrepresentation** – contrary to Section 14 of the *FCCPA 2019*;
- **Cheating and Deprivation of Property Use** – contrary to Section 421 of the *Penal Code* (if applicable).

PRAYERS

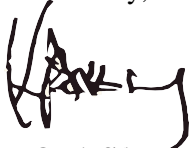
In light of the above, we respectfully request that your office:

1. Initiate an urgent **criminal investigation** into the fraudulent actions of PWAN Group and its directors, agents, or managers involved in Olive Park Estate Phase 1;
2. Prosecute all parties responsible for **fraud, breach of trust, and obstruction**;
3. **Recover and refund the total sum of ₦9,000,000**, or in the alternative, compel PWAN to **allocate all five (5) plots of land immediately**, with all necessary documents (survey plan, allocation letter, deed of assignment, etc.);
4. Award **compensation for emotional and financial losses**, including international travel and legal expenses;
5. Impose **regulatory sanctions** against PWAN Group to prevent future exploitation of innocent buyers and restore investor confidence in the real estate sector.

We are prepared to provide all necessary documentation including **receipts, travel evidence, letters of communication**, and a sworn affidavit from our client.

Thank you for your anticipated action.

Yours faithfully,



AKINOLA SAMUEL ELUYEFA ESQ

Principal Partner/Investor Partner

ELUYEFA CHAMBERS

On behalf of the alleged petitioner

CONTRACT OF SALE

BETWEEN

PWAN HOMES LTD

(THE VENDOR)

AND

LAWRENCE O. OGBURN
(THE PURCHASER)

IN RESPECT OF FIVE (5) PLOTS OF LAND AT OLIVE PARK ESTATE PHASE 1 SITUATE
ELEPETE VILLAGE NEAR AYETEJU TOWN IBEJU-LEKKI LOCAL GOVERNMENT AREA
OF LAGOS STATE

THIS AGREEMENT is made this _____ day of _____ 2018

BETWEEN

PWAN HOMES LTD a Limited Liability Company incorporated under the Laws of the Federal Republic of Nigeria with its office at Puri Mall KM25, Oko Ado, 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

LA [REDACTED] D of [REDACTED] (hereinafter referred to as **'THE PURCHASER'** which expression shall wherever the context so admits include her heir, 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 **550 square meters** situate and described as OLIVE PARK ESTATE PHASE 1 .
3. The Vendor with intent to achieve its object of development of Schemes has procured OLIVE PARK ESTATE PHASE 1 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 Five (5) plots of land (measuring **550 square meters**) and the Vendor shall allocate same within the Scheme to the Purchaser under the following terms and conditions:

1. The Purchaser have paid the purchase sum of **₦9, 000,000 (Nine Million Naira)** for the full subscription of the said Five (5) plots of land at OLIVE PARK ESTATE PHASE 1, the receipt of which the Vendor hereby acknowledges.
 2. The Purchaser shall bear the cost of the preparation of a Survey Plan in her name which shall be **LA [REDACTED] D.**
-

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

1. To allocate of Land to the PURCHASER at the time of allocation in OLIVE PARK ESTATE PHASE 1 situate at Elepete Village near Ayeteju Town, Ibeju-Lekki Local Government Area, Lagos State.
2. To refund to the PURCHASER the total money paid less 10% administrative charges and 30% Agency Fee, if the PURCHASER are 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 Five (5) plots allocated to the Purchaser within the Scheme.

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

- a. To pay for her Survey and legal fees in respect of the Five (5) plots 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 1st 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 seal this day and year first above written.

THE COMMON SEAL of THE VENDOR is affixed

PWAN HOMES LTD

IN THE PRESENCE OF:



DIRECTOR



SECRETARY

SIGNED, SEALED AND DELIVERED

By the within named 'PURCHASER'



DEED OF ASSIGNMENT

BETWEEN

**PWAN HOMES LTD
(ASSIGNOR)**

AND

**LAW FIRM OF OLUKAYODE A. AKOMOLAFE
(ASSIGNEE)**

IN RESPECT OF ALL THAT PARCEL OF LAND KNOWN AS BLOCK E PLOTS 1, 2, 3, 4 & 5
IN OLIVE PARK ESTATE SITUATE AT ELEPETE COMMUNITY, SAPATI, IBEJU-LEKKI
LOCAL GOVERNMENT AREA, LAGOS STATE.

PREPARED BY:



EMMANUEL NDUBUISI, ESQ.
C/O THE LAW FIRM OF OLUKAYODE A. AKOMOLAFE
2, OLUFUNMILOLA OKIKIOLU STREET,
OFF TOYIN STREET,
IKEJA,
LAGOS.



THIS DEED OF ASSIGNMENT is made this ____ day of _____ 20__

BETWEEN

PWAN HOMES LTD a Limited Liability Company incorporated under the Laws of the Federal Republic of Nigeria with its office at Puri Mall Building, Floor 1-5, KM 25, Lekki-Epe Expressway, Opposite Leawood Hotel, Oko-Ado Bus-stop, Sangotedo, Lekki, Lagos (hereinafter referred to as '**THE ASSIGNOR**' which expression shall wherever the context so admits include its assigns, legal representatives and successors-in-title) of the one part.

AND

LA [REDACTED] of **[REDACTED]** London (hereinafter called "**THE ASSIGNEE**" which expression shall where the context so admits mean and include her Heirs, Executors, Administrators, Assigns and Legal Representatives) of the other part.

WHEREAS:

1. All that piece and parcel of land situate, lying, being and Situate at **Elepete Community, Sapati, Ibeju-Lekki Local Government Area, Lagos State**, and measuring approximately **Five(5) Residential Plots of land** measuring approximately **600 Sqm** per plot(hereinafter referred to as "**The Demised Property**") forms part of the vast land assigned and sold to the Assignors by the E nukunmi Family of Elepete Community, Sapati, Ibeju-Lekki Local Government Area, Lagos State who were the owners of the land from time immemorial.
2. By virtue of a Land Sale Agreement between the representatives of the E nukunmi Family and **PWAN HOMES LTD**, the Family sold the land to the vendors.
3. Prior to the Land sale agreement between the E nukunmi Family and **PWAN HOMES LTD**, the Family had applied and acquired an excision title from the Lagos state Government which title was agreed to transfer to the Vendor herein upon conclusion of the land sale transaction between the E nukunmi Family and the current Vendors.
4. The **ASSIGNOR** being desirous of assigning all its interest in the **Demised Property** to the **ASSIGNEE** and the **ASSIGNEE** having agreed to receive title and possession of the Demised Property from the Assignors, hereby agree in light of the terms hereunder outlined.

NOW THIS DEED WITNESSES AS FOLLOWS:

That in consideration of the foregoing agreement and its recitals, and in consideration of the sum of **₦9,000,000.00 (Nine Million Naira)** only, paid by the Assignee to the Assignor (the receipt whereof the Assignor hereby acknowledges), the Assignor as **BENEFICIAL OWNER** and subject to the consent of the Governor of Lagos State, hereby absolutely assign unto the Assignee its unexpired interest in **ALL THAT Five(5) Residential Plots of land**, with all easements, rights and appurtenances whatsoever to the said property and with its dimensions and abuttal thereon over the **Five(5) Residential Plots of**

land situate, lying and being at **Elepete Community, Sapati, Ibeju-Lekki Local Government Area, Lagos State** with an area measuring approximately 600 square metres per plot with its dimensions and abutments more clearly described and delineated in the Survey Plan Numbers: and more particularly delineated in the schedule attached hereto **TO HOLD** the same **UNTO** the use and enjoyment of the Assignee free from all encumbrances and discharged from all incidents of customary and other modes of tenures and subject to the Land Use Act, 2004.

THE ASSIGNOR COVENANT WITH THE ASSIGNEE AS FOLLOWS:

1. The Assignor hereby covenants that it possesses full power, authority and right to assign its unexpired rights, interests and title in the property to the Assignee and that the Assignee shall peaceably hold and enjoy the **"DEMISED PROPERTY"** and interest assigned throughout the term hereby created without any interruption and/or disturbance by the Assignor or any person(s) rightfully claiming through, under or in trust for it.
2. The Assignor hereby warrants in respect of its title that there are no subsisting third party rights, interests, charges and encumbrances whatsoever existing or attached to the Demised Property.
3. The Assignor covenants to assist the Assignee (at the Assignee's expense) in securing all necessary documents and to do such further acts and/or execute further documents that may be necessary any time it is called upon to do so for the purpose of effectively vesting the **"DEMISED PROPERTY"** in the Assignee.
4. The Assignor further covenants to indemnify the Assignee, his Heirs, Executors, Administrators, Assigns and Legal Representatives from and/or against all proceedings, costs, claims, expenses, and liabilities, whatsoever, arising from any defect in the title of the Assignor, in relation to the property, and to refund the Assignee, the full consideration paid, together with interest at the prevailing bank rate.
5. The Assignee hereby covenants to assume and perform all rights, duties, and covenants hitherto required of the Assignor including the payment of all land and development charges, rates and levies which may from time to time be imposed by the Governor of Lagos State or any other competent authority.

IN WITNESS WHEREOF, the parties have executed this Deed in the manner below, the day and year first above written:

THE COMMON SEAL OF THE ASSIGNOR is hereby affixed
In the Presence of:



DIRECTOR



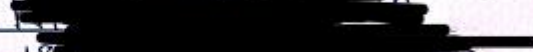

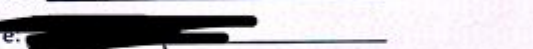

DIRECTOR/SECRETARY

SIGNED, SEALED AND DELIVERED by the within named Assignee



Lagos State

In the Presence of:

Name: 
Address: 
Occupation: 
Signature: 

I HEREBY CONSENT TO THE TRANSACTION HEREIN CONTAINED

Dated this _____ Day of _____ 20 _____

THE HONOURABLE ATTORNEY-GENERAL/COMMISSIONER FOR JUSTICE
FOR THE EXECUTIVE GOVERNOR OF LAGOS STATE