



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 FOR FAILURE TO ALLOCATE ONE (1)
PLOT OF LAND FULLY PAID FOR IN FEBRUARY 2025 AT OIL CITY
LUXURY BY LIGHTHOUSE, ASABA – TOTAL AMOUNT ₦8,500,000**

We write to formally lodge a criminal complaint against **PWAN Group** (and its subsidiary responsible for **Oil City Luxury by Lighthouse, Asaba**) for **breach of contract, fraudulent misrepresentation, and deliberate failure** to allocate one (1) full residential plot of land fully paid for by our client in February 2025.

FACTUAL SUMMARY

- In **February 2025**, the complainant purchased **one (1) full residential plot of land** at **Oil City Luxury by Lighthouse, Asaba**, marketed by PWAN Group as a premium estate with prompt allocation and secure documentation.
- The complainant made **outright payment** totalling **₦8,500,000 (Eight Million, Five Hundred Thousand Naira)** covering the full cost of the plot, documentation fees, and all associated charges.
- PWAN Group issued only sales receipts and a contract of sale to acknowledge the payment.
- To date, **no physical allocation has taken place**, and no valid documents beyond initial receipts have been delivered.
- Despite repeated calls, messages, and physical visits to PWAN offices and representatives, no clear allocation timeline has been provided — instead, the complainant has received **vague excuses and non-**

committal responses.

- This extended silence and inaction show **clear bad faith, calculated delay, and potential misappropriation of funds**, leaving the complainant under significant financial and emotional strain.

ALLEGED OFFENSES

The conduct of PWAN Group in this case constitutes the following offenses under Nigerian law:

- **Breach of Contract** – Full payment was made with no allocation or fulfillment of agreed terms.
- **Fraudulent Misrepresentation** – PWAN Group induced the payment by promising prompt allocation which never materialized.
- **Obtaining Money Under False Pretences** – The conduct shows calculated deceit contrary to **Section 419 of the Criminal Code Act**.
- **Criminal Breach of Trust** – The funds collected have not been used to deliver the promised property, contrary to **Section 312 of the Criminal Code Act**.
- **Violation of Consumer Protection Rights** – This prolonged failure violates provisions of the **Federal Competition and Consumer Protection Act (FCCPA), 2019**.

RELIEFS SOUGHT

We respectfully request that your office:

1. **Launch a thorough investigation** into PWAN Group and its subsidiaries involved in the marketing and sale of plots at **Oil City Luxury by Lighthouse, Asaba**.
2. Compel PWAN Group to **immediately allocate** the fully paid-for residential plot to the complainant with all valid supporting documents.
3. In the alternative, order a **full refund** of the total sum of **₦8,500,000**, plus accrued interest and compensation for financial loss, wasted time, and emotional hardship.
4. Prosecute all responsible officers and agents for **fraudulent misrepresentation, obtaining by false pretence**, and related offenses.
5. Impose regulatory measures to safeguard the public against further deception and misuse of funds within PWAN Group's real estate schemes.

ATTACHED DOCUMENTS

- Sales receipts and contract of sale totalling **₦8,500,000**;

Yours faithfully,



AKINOLA SAMUEL ELUYEFA ESQ

Principal Partner/Investor Partner

ELUYEFA CHAMBERS

On behalf of the Alleged Petitioner

CONTRACT OF SALE

BETWEEN
PWAN LIGHTHOUSE LIMITED
RC NO: 1751168
(VENDOR)
AND

[REDACTED]
[REDACTED]

**IN RESPECT OF ONE (1) RESIDENTIAL PLOT OF LAND MEASURING
464 SQM AT OIL CITY LUXURY BY LIGHTHOUSE SITUATE AT
UMUIDAFE, IBUSA (BEHIND IMMIGRATION OFFICE), ASABA,
DELTA STATE.**

PREPARED BY:
EMMANUEL NDUBUISI. ESQ.

THIS AGREEMENT is made this 12th day of February, 2024

BETWEEN

PWAN LIGHTHOUSE LIMITED, a Limited Liability Company incorporated under the Laws of the Federal Republic of Nigeria with its office at 3 Banire Street Treasure Estate, Off Alfa Bus Stop, Sangotedo, Lagos State (hereinafter referred to as '**THE VENDOR**' which expression shall where the context so admits include its Agents, Assigns, Privies, Authorized Representatives and Successors-in-Title) of the one part.

AND

CHUKWUDOZIE SAMUEL IKENNA (hereinafter referred to as '**THE PURCHASER**' which expression shall wherever the context so admits include her heirs, executors, administrators, successors-in-title, assigns, agents and legal representatives) of the other part.

1. 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 are 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 designated into plot sizes of 464 square meters situate **at Umuidafe, Ibusa (Behind Immigration Office) Asaba, Delta State** and described as **OIL CITY LUXURY by LIGHTHOUSE**.
- C. The VENDOR with intent to achieve its object of development of Schemes has procured OIL CITY BY LIGHTHOUSE hereinafter referred as 'the Scheme', whereby interested person (s) or organization subscribes to the Scheme by way of monthly/quarterly installments or outright payment towards ownership of plot(s) of land within the Scheme.

2. IT IS HEREBY AGREED that the PURCHASER has fully subscribed to **One (1) residential plot** of land (measuring 464 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 the sum of **N8,500,000.00 (Eight Million, Five Hundred Thousand Naira only)** for the full subscription and purchase of the said **One (1) residential plot** of land at **OIL CITY LUXURY BY LIGHTHOUSE (including the documentation fee)**, the receipt of which the VENDOR hereby acknowledges.
- b) The PURCHASER shall not advance to the VENDOR any other money for the preparation of a Survey Plan and any documentation in his name which shall be **CHUKWUDOZIE SAMUEL IKENNA**.
- c) The PURCHASER shall pay to the VENDOR the development fee for the plot(s) which shall be communicated to the PURCHASER in the terms and conditions portion of the PURCHASER'S subscription form to this Scheme.
- d) The PURCHASER shall endorse and comply with the Rules and Regulations of the Scheme to be provided by the VENDOR upon due and 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

4. THE PURCHASER COVENANTS WITH THE VENDOR AS FOLLOWS:

To pay for the Development Fees in respect of the **One (1) residential plot** pursuant to relevant clauses of the subscription form and a Payment Notification Letter.

5. THE VENDOR AND THE PURCHASER COVENANT AS FOLLOWS:

The PURCHASER is entitled to withdraw from the scheme only in the following circumstances and under these conditions:

- (i) A REFUND: At any time before taking possession, the PURCHASER shall give a written notice of 90 days, and 60 days thereafter if the refund is not ready, at the expiration of the 1st notice AND an administrative charge of 10% and 30% Agency fee shall be deducted.
- (ii) A RESALE: 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 documentations.

6. IT IS HEREBY FURTHER AGREED THAT:

- (i) The PURCHASER has been briefed and is fully aware of the status of the land with regards to title and topography; and has agreed to purchase the land as it is.
- (ii) Both parties covenant to uphold these terms as stated above.

7. DISPUTE RESOLUTION:

Any difference, controversy or dispute arising out of or connected with this Contract or the breach thereof which cannot be mutually resolved by amicable discussions between the parties shall be referred to the Lagos Court of Arbitration (LCA) for Mediation to be conducted in accordance with the LCA Mediation Guidelines. Unless the parties agree otherwise, the dispute shall be resolved by a sole mediator appointed in accordance with the provisions of the LCA Mediation Guidelines. The Mediation shall be held in Lagos, Nigeria. The settlement agreement reached by the parties pursuant to the Mediation shall be final and binding as soon as same is signed by the parties or their representatives. Unless the parties agree otherwise, in the event that the dispute cannot be resolved within 30 (thirty) days of the appointment of the Mediator, the dispute shall be referred to any other dispute resolution mechanism administered by the LCA.

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 LIGHTHOUSE LIMITED

IN THE PRESENCE OF:

DIRECTOR

SECRETARY

SIGNED, SEALED AND DELIVERED
By the within named 'PURCHASER'



CONTRACT OF SALE

BETWEEN

PWAN LIGHTHOUSE LIMITED

RC NO: 1751168

(VENDOR)

AND


(PURCHASER)

IN RESPECT OF ONE (1) RESIDENTIAL PLOT OF LAND MEASURING
464 SQM AT OIL CITY PALACE BY LIGHTHOUSE SITUATE ALONG
BENIN/ASABA EXPRESS ROAD, EDO OGWASHI-UKU, DELTA STATE.

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

BETWEEN

AND

1. WHEREAS:

- Page 7 of 9

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PWAN LIGHTHOUSE LIMITED

IN THE PRESENCE OF:

DIRECTOR

SECRETARY

SIGNED, SEALED AND DELIVERED
By the within named 'PURCHASER'

CHUKWUDOZIE SAMUEL IKENNA

In the presence of:

Name: _____
Address: _____
Occupation: _____
Signature: _____
Date: _____



