



**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 GROUP (OCEAN VIEW ESTATE, LIGHTHOUSE PHASE 2) FOR  
FRAUD, CRIMINAL BREACH OF TRUST, CONSPIRACY TO DEFRAUD, AND NON-ALLOCATION  
– ₦3,250,000**

We are solicitors to the Petitioner, hereinafter referred to as “our client”, and on their behalf, we write to formally lodge this criminal complaint against **PWAN Group** and its affiliated marketing and project management officers responsible for the **sale of 6 plots of Residential Land at Oil Villas by Lighthouse Odeomi**, Lagos State. This petition arises from conduct amounting to **fraud, criminal breach of trust, conspiracy to defraud, and deliberate non-performance of contractual obligations** despite receiving full payment.

**FACTUAL SUMMARY**

1. In or around **August 2023**, our client purchased **6 plots of Residential Land at Oil Villas by Lighthouse Odeomi**, from PWAN Group at the sum of **₦3,250,000 (Three Million Two Hundred and Fifty Thousand Naira)**
2. The property was marketed and sold under assurances of prompt allocation, complete with all relevant documentation including allocation letters and survey plans upon full payment.
3. Since making full payment, our client has **not been allocated the said plot**, nor has any valid documentation been issued to establish ownership or possession.
4. Instead, PWAN Group and its agents have **repeatedly offered excuses and empty promises**, claiming

allocation would be done “soon,” yet no tangible steps have been taken.

5. Several physical visits to the company’s offices and multiple follow-ups via phone and email have yielded **no allocation, no documentation, and no refund**. All attempts to resolve the issue have been stonewalled.
6. To date, PWAN Group continues to retain the sum of **₦3,250,000** without delivering the promised land or offering restitution, thereby **inflicting financial and emotional hardship** on our client, who relied on the company’s representations in good faith.

### CRIMINAL OFFENCES DISCLOSED

The actions of PWAN Group and its representatives constitute violations of the following laws:

- **Advance Fee Fraud and 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*;
- **Cheating** – contrary to Section 421 of the *Penal Code Act* (if applicable);
- **Deceptive Marketing and Misrepresentation** – contrary to Section 14 of the *Federal Competition and Consumer Protection Act* (FCCPA), 2019.

### PRAYERS

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

1. **Commence an urgent criminal investigation** into the fraudulent conduct of PWAN Group and all responsible agents;
2. **Prosecute all culpable persons**, including project marketers, managers, and directors;
3. **Recover and refund the full sum ₦3,250,000** to our client, or in the alternative, compel immediate allocation and delivery of the promised land and documentation;
4. **Award appropriate compensation** to our client for financial loss and emotional trauma;
5. **Take regulatory and prosecutorial steps** to prevent PWAN Group from further victimizing unsuspecting members of the public.

We are prepared to provide your office with supporting documents, including proof of payment, follow-up correspondence, and a sworn affidavit from our client. We are also willing to cooperate fully with the investigation.

Thank you for your prompt attention and 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 LIGHTHOUSE LIMITED  
RC NO: 1751168  
(VENDOR)  
AND



(PURCHASER)

IN RESPECT OF FIVE (5) + ONE (1) FREE RESIDENTIAL PLOTS OF  
LAND MEASURING 600 SQM EACH AT OIL VILLAS BY LIGHTHOUSE  
ODE-OMI SITUATE AT ODE-OMI, IBEJU-LEKKI LOCAL GOVERNMENT  
AREA OF LAGOS STATE.

PREPARED BY:


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

THIS AGREEMENT is made this 9<sup>th</sup> day of May, 2024

BETWEEN

PWAN LIGHTHOUSE LIMITED, a Limited Liability Company incorporated under the laws of the Federal Republic of Nigeria with its office at 28 Nicholas Str. Off Brass, Aba, Abia State, Nigeria (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 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 300 and 600 square meters situate at Ode-Omi, Ibeju-Lekki Local Government Area of Lagos State and described as OIL VILLAS BY LIGHTHOUSE ODE-OMI
- C. The VENDOR with intent to achieve its object of development of Schemes has procured OIL VILLAS BY LIGHTHOUSE ODE-OMI 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 have fully subscribed to FIVE (5) + ONE (1) FREE RESIDENTIAL PLOTS of land (measuring 600 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 N3, 250,000 (Three Million, Two Hundred and Fifty Thousand Naira) only for the full subscription and purchase of the said FIVE (5) + ONE (1) FREE RESIDENTIAL PLOTS of land at OIL VILLAS BY LIGHTHOUSE ODE-OMI, the receipt of which the VENDOR hereby acknowledges.
- b) The PURCHASER shall pay the VENDOR (per plot) for the preparation of a Survey Plan in the name which shall be JOEL OMEIKE pursuant to the subscription form and a payment notification letter.
- c) The PURCHASER shall pay the VENDOR (per PLOT) the PLOT demarcation, deed of assignment and development fees, communicated to the PURCHASER in the terms and conditions portion of the PURCHASER' subscription form to this Scheme and a payment notification letter.
- 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 FIVE (5) + ONE (1) FREE RESIDENTIAL PLOTS within the Scheme subscribed for by the PURCHASER.
- e) The VENDOR shall allocate the FIVE (5) + ONE (1) FREE RESIDENTIAL PLOTS of land within the Scheme as subscribed for by the PURCHASER.
- f) The VENDOR shall from time to time make rules and regulations or issue directives towards the realization of the functionality of the Scheme on the same condition in paragraph (d) above.

3. THE VENDOR COVENANTS WITH THE PURCHASER AS FOLLOWS:

- A. To allocate FIVE (5) + ONE (1) FREE RESIDENTIAL PLOTS of land to the PURCHASER at the time of

4. THE PURCHASER COVENANTS WITH THE VENDOR AS FOLLOWS:

To pay for the Survey, Deed of Assignment, Plot Demarcation and the Development Fee in respect of the FIVE (5) + ONE (1) FREE RESIDENTIAL PLOTS pursuant to relevant clauses of the subscription form and a Payment Notification Letter.

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 (i.e. before allocation), 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.

5. 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.

6. 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 state, 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 here to 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'