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**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 (OAK HAVEN ESTATE, IBEJU LEKKI, LAGOS STATE) FOR FRAUD, CRIMINAL BREACH OF TRUST, OBTAINING BY FALSE PRETENCE, AND CONSPIRACY TO DEFRAUD – ₦3,230,000**

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 **Oak Haven Estate**, Ibeju Lekki, Lagos State, for engaging in deceptive and fraudulent real estate practices.

## FACTUAL SUMMARY

1. In or about [please confirm the year of transaction], our client purchased a residential plot of land at **Oak Haven Estate**, Ibeju Lekki, Lagos State, at an agreed total cost of **₦2,800,000**.
2. In addition, our client paid further statutory fees of:
  - **₦200,000** for the **Deed of Assignment**;
  - **₦200,000** for **Development Fees**;

- **₦30,000 for Demarcation Fees.**

This brings the total sum paid or committed to **₦3,230,000**.

3. Despite making these payments in good faith, relying on PWAN's representations that the land was genuine and available, our client has to date received **no physical allocation, no title documents, and no refund** of monies paid.
4. Repeated demands, follow-ups and requests for either physical allocation or refund have been ignored by PWAN Group and its agents.
5. PWAN's conduct amounts to deliberate **fraudulent concealment, misrepresentation, and criminal breach of trust**.

### CRIMINAL OFFENCES DISCLOSED

The acts of PWAN Group and its agents amount to the following criminal offences under Nigerian law:

- **Obtaining by False Pretence / Advance Fee Fraud** – contrary to the Advance Fee Fraud Act, 2006;
- **Fraudulent Misrepresentation & Concealment** – contrary to the FCCPA, 2019;
- **Criminal Breach of Trust** – contrary to the Criminal Code Act;
- **Conspiracy to Defraud** – contrary to the Criminal Code Act.

### PRAYERS

In view of the above, our client respectfully prays that your office:

1. Initiate a **criminal investigation** into PWAN Group and its directors/agents for fraudulent land sale practices.
2. Prosecute all individuals involved in obtaining money by false pretence and concealment of material facts.
3. **Recover and refund the total sum of ₦3,230,000** paid by our client.
4. Award **compensation** for the prolonged deprivation, financial loss, and emotional hardship suffered.
5. Direct PWAN Group to **cease all marketing** and sales of encumbered or non-existent plots at Oak Haven Estate.

**Supporting Evidence:** Our client will furnish all necessary documentation, including payment receipts, agreements, and correspondence to aid your investigation.

Yours faithfully,









**AKINOLA SAMUEL ELUYEFA ESQ**

Principal Partner/Investor Partner

ELUYEFA CHAMBERS

On behalf of the alleged petitioner

		<ul style="list-style-type: none"><li>■ Real Estate &amp; Property Development</li><li>■ Consultancy</li><li>■ Land Survey</li><li>■ Logistics</li></ul>			
Providing HOME ownership and investment opportunity					
<b>SALES RECEIPT</b>					
Sold to: 		Date: 			
		Receipt #: 			
		File #: 			
Payment Method		Reconciling Bank	Estate	Duration	
INSTALMENT		GT BANK	OAK HAVEN	12MONTHS	
ONE (1) RESIDENTIAL PLOT.					
Qty	Size #	Description	Unit Price	Discount	Line Total
1.00	600 Sqm	Further Payment for One (1) Residential Plot of Land at OAK HAVEN ESTATE located Agan Ofiran Village, Ibeju-Lekki.	1,000,000.00		1,000,000.00

Outstanding Balance 1,600,000.00			
Amount in words: One Million Naira Only.	Total Discount	Subtotal	1,000,000.00
		Sales Tax	
		Total	1,000,000.00
FOR PWAN HAVEN LTD: OKESANYA MICHAEL	Signature		
Received By:	Signature		
Contact Address: No 10, Road 7, Lekki County Homes, Ikota Villa Estate, Lekki Epe Expressway, Lagos. Tel: 07026000037, 08107009359. Email Address: pwanhaven@gmail.com Website: www.pwan-haven.com			



HEAD OFFICE: No 10, Road 7 Lekki County Homes, Ikota Villa Estate,  
Lekki Epe Expressway, Lagos State.  
WARRI OFFICE: 90, Refinery Road Ekpan, Warri, Delta State.  
Tel: (+234) 014535821.  
Email: pwanhaven@gmail.com

## Sales Receipt

Sold To:

[REDACTED]

Date:

Receipt #:

File #:

Comment:

[REDACTED]

Payment Method	Reconciling Bank	Quantity	Estate	Duration
Installment	Guaranty Trust Bank	1	Oak Haven Estate	12Mths

Description	Line Total
Being Full for One (1) Residential Plot of Land at OAK HAVEN ESTATE located Agan Ofiran Village, Ibeju-Lekki.	N 1,600,000.00
Amount in words: One Million Six Hundred Thousand Naira and Zero Kobo	Subtotal N 1,600,000.00
	Tax N 0.00
	Total N 1,600,000.00

Additional Information	
Total Amount:	N 2,800,000.00
Outstanding Balance:	N 0.00
Size per Plot:	600Sqm

FOR PWAN Haven Ltd:

# CONTRACT OF SALE

BETWEEN

**PWAN-HAVEN INVESTMENTS & REALTORS LTD**

*(THE VENDOR)*

AND

~~FOR UNHABAN GEORGE~~

*(THE PURCHASER)*

IN RESPECT OF ONE (1) RESIDENTIAL PLOT OF LAND AT OAK HAVEN ESTATE SITUATE AT  
AGAN OFIRAN VILLAGE, IBEJU-LEKKI, LAGOS.

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ 2021

BETWEEN

**PWAN-HAVEN INVESTMENTS & REALTORS LTD (RC 1427400)** a Limited Liability Company incorporated under the Laws of the Federal Republic of Nigeria with its office at No 10, Road 7, Lekki County Homes, Ikota Villa, Lekki Epe Expressway Lagos (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

**[REDACTED]** (Hereinafter referred to as **'THE PURCHASER'** which expression shall wherever the context so admits include his heirs, assigns and legal representatives) of the other part.

WHEREAS:

- The Vendor is a real estate Marketing and Investment Company engaged in the acquisition and development of vast tracts of communal/family land into gated and fenced estates.
  - The Vendor has now, by a purchase sale agreement acquired vast tracts of family land measuring **300, 450 & 600 SQM** situate at Agan Ofiran Village, Ibeju-Lekki Local Government Area Lagos State and measuring approximately **60ft by 120ft** each belonging Under Native law and custom to members of the **Mumuni family, Descendants of Gbadamosi Danogun Family of Korodo Land**, Ibeju Agbe in Ibeju-Lekki Local Government Area Lagos State who have been in undisturbed and uninterrupted possession from time immemorial.
  - The vast tracts of land acquired by the Vendor is now appropriately described as **OAK HAVEN ESTATE**.
- The Vendor with intent to achieve its object of development of estate into gated and fenced estate has procured



- **DOCUMENTATION FEE:**
    - i. Registered Survey Plan Fee: **N400, 000 per plot**
    - ii. Deed of Assignment: **N200, 000 per plot**
    - iii. Plot Demarcation Fee: **N30, 000 per plot**
    - iv. Facilitation Fee: **N200, 000 per plot**
  - **INFRASTRUCTURE/DEVELOPMENT FEE:**

Such as Gate House, Perimeter Fencing, Road Network, Street Lights, Supervisory Fee, and Security Fee (to be communicated later)

    - d. The Purchaser shall endorse and comply with the Rules and Regulations to the Scheme provided by the Vendor prior to during or after the allocation of the One (1) Plot within the Scheme. Such Rules and Regulations include, but not limited to Estate management rules, Security and Safety rules, Aesthetics and Building Design, Usage and service, environmental and conduct rules. This rules are to ensure basic level of hospitality, privacy, peace and tranquility within the estate.
    - e. The Vendor shall from time to time issue directives and handbooks to residents towards the realization of the functionality of the Scheme.
2. **THE PURCHASER HEREBY COVENANTS WITH THE VENDOR** as follows:
- a. To make payment for survey plan and legal fees (documentation fee) in respect of the One (1) Plot of land.
  - b. To make payment for infrastructural/development fee (to be communicated later)
  - c. To abide by the set rules and regulations towards the functionality of the scheme
  - d. If the purchaser wishes to withdraw from this scheme at any time before plot allocation/possession is taken
- : To give a notice of 90 days, and 60 days thereafter if the refund is not ready at the expiration of

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-HAVEN INVESTMENTS & REALTORS LTD

\_\_\_\_\_  
MD/C.E. O

\_\_\_\_\_  
LEGAL OFFICER

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

\_\_\_\_\_  
In the presence of:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

