

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 FOR FAILURE TO ALLOCATE LAND AFTER FULL PAYMENT – ₦2,400,000

We write on behalf of our client (hereinafter referred to as “the alleged petitioner”) to formally petition PWAN for breach of contract, misrepresentation, and financial misconduct in connection with the sale of a plot of land in Dubai Garden Estate, Ngor Okpala, Owerri, Imo State.

FACTS OF THE CASE:

- On **August 10, 2024**, the petitioner initiated payment for **one plot of residential land** in **Dubai Garden Estate** located at **Ngor Okpala, Owerri, Imo State**, with a clear promise from PWAN of **instant allocation** upon full payment.
- By **October 30, 2024**, the petitioner had **completed full payment of ₦2,400,000**.
- Since then, PWAN has **failed to allocate the land**, and has **ceased all communication**, including refusing to respond to emails and WhatsApp messages from the petitioner.

APPLICABLE LEGAL BREACHES:

The conduct of PWAN potentially violates:

- **Section 419 of the Criminal Code Act** – Obtaining money or property under false pretences.
- **Section 312 of the Criminal Code Act, Cap C38, LFN 2004** – Criminal breach of trust.
- Applicable **consumer protection laws** regarding contractual obligations and transparency in business practices.

RELIEFS SOUGHT:

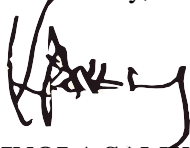
We respectfully request that your office:

1. Conduct a full investigation into PWAN's conduct in this transaction.
2. Prosecute any individuals or corporate officers involved in the misrepresentation and failure to deliver.
3. Compel PWAN to **either allocate the agreed plot of land** or provide a **full refund of ₦2,400,000**.
4. Take appropriate regulatory and legal action to **prevent future exploitation** of unsuspecting buyers.

ATTACHED DOCUMENTS:

- Proof of Payment (if available)
- Relevant Correspondence (if available)

Yours faithfully,



AKINOLA SAMUEL ELUYEFA ESQ

Principal Partner/Investor Partner

ELUYEFA CHAMBERS

On behalf of the Alleged Petitioner

CONTRACT OF SALE OF LAND

BETWEEN

**PWAN MAX PROPERTY AND BUSINESS
SOLUTIONS LTD
(VENDOR)**

AND

**[REDACTED]
(PURCHASER)**

IN RESPECT OF ALL THAT ONE (1) PLOT OF LAND (RESIDENTIAL) MEASURING
464 SQUARE METERS, KNOWN AS DUBAI GARDENS ESTATE, LYING AND

This Contract of sale Agreement is made this ____ day of ____ 202__

BETWEEN

PWAN MAX PROPERTY AND BUSINESS SOLUTIONS LTD, a Private Limited Liability Company duly incorporated under the Laws of the Federal Republic of Nigeria with its head office located at KM 42 Lekki-Epe Expressway, Sangotedo, Ajah Lagos State (Hereinafter referred to as "The '**VENDOR**'") which expression shall wherever the context so admits include its receivers, agents, successors-in-title, assigns and any other person claiming title through its, of the **ONE PART**

AND

[REDACTED] (Hereinafter referred to as "The '**PURCHASER**'") which expression shall wherever the context so admits include their Legal Representatives, Trustees, Assigns, Administrators and any other person claiming title through them, of the **OTHER PART**.

WHEREAS:

- i. The **VENDOR** became seized of all that vast expanse land now known as **DUBAI GARDENS ESTATE**, lying and situate at Ngor-Okpala, Owerri, Imo State, Nigeria, by virtue of purchase from the

- ii. Out of the vast expanse of land acquired by the **VENDOR**, The **VENDOR** is desirous and have agreed to sell all its interest in all that **One (1) Plot of Land (Residential)**, measuring **464 square meters** known as **DUBAI GARDENS ESTATE**, lying and situate at Ngor-Okpala, , Owerri, Imo State, Nigeria (hereinafter called "**ThePROPERTY**"), to the **PURCHASERS** and the **PURCHASER** is desirous of and has agreed to purchase the **Property** from the **VENDOR** subject to the following terms:

NOW IT IS HEREBY AGREED AS FOLLOWS

IN CONSIDERATION of the sum of **₦2,400,000.00 (Two Million Four Hundred Thousand Naira)** for **One (1)Plot of Land (Residential)**, measuring **464 square meters**, which the **VENDOR** shall issue a receipt to the **PURCHASER**, the **VENDOR** as beneficial owner hereby sell **UNTO** the **PURCHASER** all that **One (1) Plot of Land (Residential)**, measuring **464 square meters** ,now known as known as **DUBAI GARDENS ESTATE**, lying and situated at Ngor- Okpala, , Owerri, Imo State, Nigeria, with all rights, easements, and things appurtenant thereto **TO HOLD** the same **UNTO** the **PURCHASER** for the term unexpired.

THE SALE WILL BE SUBJECT TO THE FOLLOWING CONDITIONS:

1. PURCHASE PRICE:

- a. The Complete Purchase Price shall be the sum of **₦2,400,000.00 (Two Million Four Hundred Thousand Naira) only** for **One (1)Plot of Land (Residential)**, measuring **464 square meters**.

THE SALE WILL BE SUBJECT TO THE FOLLOWING CONDITIONS:

1. PURCHASE PRICE:

- a. The Complete Purchase Price shall be the sum of **₦2,400,000.00 (Two Million Four Hundred Thousand Naira) only** for **One (1)Plot of Land (Residential)**, measuring **464 square meters**.
- b. The **PURCHASER** shall in addition to the purchased price pay the **VENDOR** developmental fee at the rate of **₦500, 000 (Five Hundred Thousand Naira)** only per plot.

2. COMMENCEMENT DATE:

The commencement date shall be on the date first above written.

- 3. DURATION OF TIME:** The sale transaction shall be completed within **Three (3) months** from the date of the commencement of this contract.