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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 MAX HEIGHTS (PWAN GROUP) FOR LAND FRAUD, NON-ALLOCATION, AND BREACH OF CONTRACT – ₦1,500,000 MONETARY LOSS**

We write to petition **PWAN MAX HEIGHTS**, a subsidiary of the **PWAN GROUP**, for perpetrating land fraud, breach of contractual obligations, and failure to communicate or fulfill promised land allocation after full payment for a plot of land located in Asaba, Delta State.

Despite repeated efforts to reach the company through calls, emails, and follow-up visits since **2021**, the company has failed, refused, and/or neglected to allocate the land or respond meaningfully. The silence and evasiveness of PWAN MAX HEIGHTS clearly suggest fraudulent intent.

**DETAILED FACTS OF THE CASE**

1. In **2021**, our client paid the sum of **₦1,500,000 (One Million Five Hundred Thousand Naira)** to **PWAN MAX HEIGHTS**, for the purchase of **one (1) plot of land measuring 464 square meters**, located at **Max Heights, Admiralty Drive, Umuedi, Off Ibusa Expressway, Asaba, Delta State, Nigeria**.
2. The transaction was made in good faith, under the assurance that the land would be allocated shortly after payment, with all necessary documentation including **Contract of Sale, Allocation Letter, Survey Plan, and Deed of Assignment** to follow.
3. Since the payment was made, our client has **not received any allocation**, nor any formal documentation, despite countless efforts.
4. The client has made **repeated phone calls and sent numerous emails** to PWAN representatives, all of which have been **ignored**. Office visits have yielded only **excuses, delays, and conflicting stories**, none of which resulted in any meaningful action.
5. The company's consistent silence and refusal to perform its contractual obligations strongly indicate a **deliberate**

**intention to defraud**, and have caused severe emotional distress and financial hardship to the victim, who has waited patiently for nearly **four (4) years**.

#### **APPLICABLE LEGAL BREACHES**

PWAN MAX HEIGHTS' actions constitute violations under the following Nigerian laws:

- **Advance Fee Fraud** – Section 419 of the Criminal Code: obtaining money under false pretenses.
- **Criminal Breach of Trust** – Section 312: misappropriation of funds received in trust.
- **Breach of Contract** – for failure to allocate the property or deliver valid documents.
- **Unfair and Deceptive Trade Practices** – under Section 14 of the FCCPA 2019.

#### **RELIEFS SOUGHT**

We respectfully request the intervention of the relevant enforcement and regulatory bodies to:

1. **Compel immediate allocation** of the land measuring 464 square meters at Max Heights, Admiralty Drive, Umuedi, Off Ibusa Expressway, Asaba, Delta State.
2. **In the alternative**, order a **full refund of ₦1,500,000**, with accrued interest and compensation for emotional distress and financial loss.
3. Launch a **full investigation** into the operations of PWAN MAX HEIGHTS and its promoters for fraudulent land transactions.
4. Commence **criminal prosecution** where necessary against parties involved in this prolonged fraud.
5. **Blacklist PWAN MAX HEIGHTS** and impose appropriate sanctions pending restitution to affected clients.

#### **ATTACHED DOCUMENTS (EVIDENCE)**

1. Payment receipt(s) for ₦1,500,000

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 SOLUTION  
(VENDOR)**



1. IN RESPECT OF ALL THAT ONE PLOT OF LAND MEASURING 464 SQUARE METERS , AT MAX HEIGHTS, ADMIRALTY DRIVE, UMUEDI, OFF IBUSA EXPRESSWAY, ASABA DELTA STATE, NIGERIA.

**Prepared By:**

*PRINCE O. WILLIAMS-JOEL ESQ.  
FOR: PRINCE JOEL & ASSOCIATES  
LEGAL PRACTITIONERS,  
5ADOZEKCLOSE CHEVRON  
DRIVE,  
OFF ALTERNATIVE ROUTE,  
LEKKI, LAGOS.  
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[info@princejoelandassociates.com](mailto:info@princejoelandassociates.com)  
[www.princejoelandassociates.com](http://www.princejoelandassociates.com)*

**This** Contract of sale Agreement is made this 10<sup>TH</sup> day of August 2021.

**BETWEEN**

**PWAN MAX PROPERTY AND BUSINESS SOLUTION** under **DR. AUGUSTINE ONWUMERE** of Km42 Lekki-Epe Expressway, Sangotedo, Ajah Lagos State. (Herein referred to as the '**VENDOR**') which expression shall wherever the context so admits include its, successors-in-title, assigns and receivers of the **ONE PART**.

**AND**

**[REDACTED]** (Hereinafter referred to as the **PURCHASER**) which expression shall wherever the context so admits include his successors-in-title, assigns and receivers of the **SECOND PART**.

**WHEREAS:**

- i. All that vast area of land known as "**MAX HEIGHTS**," lying and situate at Admiralty drive, Umuedi ,Off Ibusa Expressway, Asaba Delta State; (herein after referred to as "**The Property**") belongs to the Vendor by virtue of a Deed of Assignment from Family.
- ii. The **VENDOR** is desirous of selling all its interest in the one plot of 464square meters of the **Property** to the **PURCHASER** and the **PURCHASER** is desirous of and has agreed to purchase the one plots of 464square meters from **Property** from the **VENDOR** subject to Term of Contract herein appearing.

**NOW IT IS HEREBY AGREED AS FOLLOWS**

**IN CONSIDERATION** of the sum of N 1,500 ,000.00 (**One Million Five Hundred Thousand Naira**) only for one (1) Residential Plot of land measuring 464 square meters , receipt of which the **VENDOR** hereby acknowledges. The **VENDOR** as **BENEFICIAL OWNER** hereby agree to sell **UNTO the Purchaser** All that one plot of 464 square meters of land known as Max Heights, lying and situated at State 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:**

**2. DATE OF COMPLETION:**

The Sale Transaction will be completed within three months from the date of the commencement.

**3. PAYMENT SCHEDULE:**

- a. **The Complete Purchase Price of N 1,500 ,000.00 (One Million Five Hundred Thousand Naira)** only shall be paid in three instalments.
- b. The complete price of the land was paid once and in full.

**4. TITLE:**

- a. This agreement shall confer on the Purchaser, the right to take possession of the land, clear the land and commence building activities thereon.

**5. POSSESSION**

- a. Upon completion of the entire purchase price, the purchaser shall have full access to the land and commence any kind of work or structure on it subject to Delta State Laws and Regulations.
- b. The purchaser shall have right against all forms of encumbrances and disturbance from the Vendor or anybody claiming title through them.

**6. INDEMNITY**

- a) The **VENDOR** covenants with the **PURCHASER** that they have not done, engaged in or carried out any act or omission, deed and/or anything whatsoever in respect of the property herein that will frustrate the transaction, easement and continue enjoyment of the property
- b) The **PURCHASER** hereby admits that it is entering into this contract based on information given it by the Vendor to wit:
- c) That the **VENDOR** has agreed to execute deed of assignment and every other document necessary and instrumental to the **PURCHASER** obtaining perfect title to the property
- d) **The VENDOR** hereby agrees to be true all information given by them and covenants to indemnify the **PURCHASER** fully for any loss incurred by them as a result of relying on the information given by them.
- e) The **VENDOR** hereby agrees that the executing of all agreements, including the Deed of Assignment, covering of land herein above mentioned, shall be undertaken and expressly signed by the relevant parties at no extra cost

The following shall constitute defaults and remedies:

1. Where **THE VENDOR** decides to terminate this agreement before the completion of the payment of the purchase price herein for a reason or reasons not arising from an act of omission or commission on the part of **THE PURCHASER**, **THE VENDOR** shall:
  - i. Give **THE PURCHASER** THREE (3) weeks written notice before such termination.
  - ii. Refund all the money spent by the **PURCHASER** in acquiring the property.
2. Where **THE PURCHASER** fails to pay an installment to **THE VENDOR** on the due date, **THE PURCHASER** shall give a written notice of default to **THE VENDOR** not later than 7 working days after the due date, and shall include in the notice, the date on which that installment shall be redeemed, in so far as the date of redemption shall be no later than the due date for the next installment.
3. Where **THE PURCHASER** fails to redeem an installment at the expiration of the first notice of default, **THE VENDOR** shall give to **THE PURCHASER** a grace period of not less than 30 working days.
4. Where **THE PURCHASER** defaults on two successive installments, **THE VENDOR** shall terminate the transaction and refund shall be made to the **PURCHASER** on the **VENDOR'S** refund policy.
8. **FORCE MAJEURE:**

The **PURCHASER** shall not be liable for any failure to perform its obligations under this Agreement, if such failure is attributed to an event of Force Majeure, including but not limited to Acts of God, usually severe weather conditions, restrains, Civil commotion, breakdown of law and/ order and threat.

- b. All questions, interpretations and disputes between the parties as to any matter, rights and obligation arising or in connection with this agreement shall be referred to Arbitration in Nigeria before a single Arbiter to be appointed in Accordance with Arbitration and Conciliation Act Cap A.19 Laws of the Federation of Nigeria 2004.
- c. The Arbitration shall, where possible be held and concluded within sixty days of it having been demanded. The Parties shall use their best endeavors to procure the expeditious completion of the arbitration.

**10. NOTICES:**

All Notices required to be given under this Agreement by either party to the other shall be given in writing or by electronic mail.

**11. ALTERATIONS:**

No alteration, consensual cancellation, variation of, or addition hereto shall be of any force or effect unless reduced to writing and signed by the duly authorized representatives of both parties.

**12. DEVELOPMENT CHARGES**

Development fees for the estate is being put at **N500, 000.00** (Five Hundred Thousand Naira) per plot which is subject to review.

3. *IN WITNESS OF WHICH* the parties executed this Contract of Sale *in* the manner below, day and year first above written.

**SIGNED, SEALED AND DELIVERED** by the within named '**VENDOR**'

**DR. AUGUSTINE ONWUMERE**

\_\_\_\_\_

trading under the name and style of  
**PWAN MAX PROPERTY AND BUSINESS SOLUTION**

**SIGNATURE**

**SIGNED, SEALED AND DELIVERED** by the within named '**PURCHASER**'



\_\_\_\_\_

**SIGNATURE**

**IN PRESENCE OF:**

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

OCCUPATION: \_\_\_\_\_