



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 MAX FOR FAILURE TO ALLOCATE LAND, FRAUDULENT MISREPRESENTATION, AND FAILURE TO REFUND ₦3,650,000 PAID FOR MAX HIVE ESTATE

We write on behalf of our client (hereinafter referred to as “**the Petitioner**”) to formally lodge this complaint against **PWAN MAX**, a subsidiary under the **PWAN Group**, for **breach of contract, fraudulent misrepresentation, obtaining money under false pretence**, and refusal to refund funds paid for land at **MAX HIVE Estate**.

FACTUAL SUMMARY

- The Petitioner purchased a plot of land in **MAX HIVE Estate** from **PWAN MAX**, paying the full **initial purchase price** and other related fees, totalling **₦3,650,000 (Three Million, Six Hundred and Fifty Thousand Naira)**.
- Due to concerns about the true status of the estate, the Petitioner withheld further statutory charges until the land’s validity could be independently verified and physical allocation carried out.
- It was discovered that **for over a year, no physical allocation** was ever done for any subscriber to the **MAX HIVE Estate**.

- Further investigations confirmed that the estate’s **signboard had been removed** and that the land **no longer belongs to PWAN MAX**, showing that the company continued marketing and receiving payments for land it did not validly control.
- In an attempt to resolve the situation amicably, the Petitioner formally requested that the ₦3,650,000 already paid be **converted to PWAN’s “buy-and-sell scheme”** — a known alternative offered by the company.
- PWAN’s response was that this request **“falls outside the department handling the transaction,”** leaving the Petitioner without land, refund, or any acceptable alternative, and with no further assistance provided to date.
- The Petitioner remains **out of pocket**, with neither physical land, valid documentation, nor access to the funds paid.

ALLEGED OFFENSES

The actions of PWAN MAX and its responsible officers constitute:

- **Breach of Contract** – failing to deliver land or reallocate paid funds as agreed;
- **Fraudulent Misrepresentation** – marketing and collecting money for land no longer under their valid title;
- **Obtaining by False Pretence** – contrary to **Section 419 of the Criminal Code Act**;
- **Criminal Breach of Trust** – contrary to **Section 312 of the Criminal Code Act, Cap C38, LFN 2004**;
- **Conspiracy to Defraud** – contrary to **Section 516 of the Criminal Code Act**;
- **Violation of the Federal Competition and Consumer Protection Act (FCCPA), 2019** — by deliberately withholding material facts and failing to deliver a paid-for service.

RELIEFS SOUGHT

In view of the above, we respectfully request that your office:

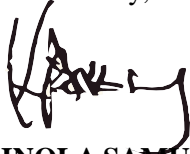
1. Conduct a **thorough investigation** into PWAN MAX, its directors, and its agents responsible for marketing and selling plots at **MAX HIVE Estate**.
2. Verify the true status of MAX HIVE Estate land and the extent of any fraudulent marketing or misrepresentation.
3. Compel PWAN MAX to either:
 - **Allocate valid land** in a secure location without any further hidden charges; or
 - **Convert the funds** to the company’s “buy-and-sell scheme” as the Petitioner initially requested; or
 - Refund the full sum of **₦3,650,000**, with interest and compensation for wasted time and emotional distress.
4. Prosecute any individuals or officers found to have participated in deliberate misrepresentation or misuse of the Petitioner’s funds.

5. Recommend stronger regulatory controls to prevent similar exploitation of other land buyers by PWAN subsidiaries.

ATTACHED DOCUMENTS

- Sales receipts and contract of sale showing total payment of **₦3,650,000;**

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 SOLUTIONS LTD
(VENDOR)**

AND



**IN RESPECT OF ALL THAT TWO PLOTS OF LAND MEASURING 550
SQUARE METERS EACH AT MAX HIVE EPE AT LAMUTABA-OMO IJEBU
EPE, LAGOS STATE.**

Prepared By:

*PRINCE O. WILLIAMS-JOEL ESQ.
FOR: PRINCE JOEL & ASSOCIATES
LEGAL PRACTITIONERS,
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Vendor Signature _____


Purchaser Signature _____

This Contract of sale Agreement is made this 15TH day of July 2024.

BETWEEN

PWAN MAX PROPERTY AND BUSINESS SOLUTIONS LTD,
a limited liability company with its head office located at KM 42 Lekki-Epe Expressway, Sangotedo, Ajah Lagos State (Herein referred to as the '**VENDOR**') which expression shall wherever the context so admits include his heirs, agents, administrators, successors-in-title and assigns.

AND


(Herein 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:

All that vast area of land known as "**MAX HIVE EPE**", lying and situate at Lamutaba-Omo Ijebu Epe, Lagos state. (Herein after referred to as "**The Property**") belongs to the Vendor by virtue of a Deed of Assignment from Arowogbadamu Family.

- i. The **VENDOR** is desirous of selling all its interest in the two plots of 550 square meters each of the **Property** to the **PURCHASER** and the **PURCHASER** is desirous of and has agreed to purchase the two plots of 550 square 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 **₦3,560,000.00 (Three Million, Five Hundred and Sixty Thousand Naira)** only, for **Two Commercial plots of land measuring 550 sqm each**, receipt of which the **VENDOR** hereby acknowledges. The **VENDOR** as **BENEFICIAL OWNER** hereby agree to sell **UNTO** the Purchaser All that two plots of 550 square meters each of land known as **Max Hive** lying and situate at Lamutaba-Omo Ijebu Epe, Lagos state with all rights, easements, and things appurtenant thereto **TO HOLD** the same **UNTO** the **PURCHASER** for the term unexpired.

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Vendor Signature _____

Purchaser Signature _____

THE SALE WILL BE SUBJECT TO THE FOLLOWING CONDITIONS:

1. PURCHASE PRICE:

The Complete Purchase Price of ~~₦~~3,560,000.00 (Three Million, Five Hundred and Sixty Thousand Naira) only, for Two Commercial plots of land measuring 550 sqm each.

2. DATE OF COMPLETION:

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

3. PAYMENT SCHEDULE:

The Complete purchase price of ~~₦~~3,560,000.00 (Three Million, Five Hundred and Sixty Thousand Naira) only, shall be paid in six instalments. The complete price of the land was paid five times and in full.

4. TITLE:

This agreement shall not confer absolute title to the **PURCHASER** but upon payment of the complete purchase price, the **PURCHASER** shall only have reversionary interest, the **PURCHASER** shall assume absolute title upon the payment of all documentation fees and physical allocation by the **VENDOR**.

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 Lagos 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

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Vendor Signature_____

Purchaser Signature _____

undertaken and expressly signed by the relevant parties at no extra cost whatsoever

7. 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.

8. GOVERNING LAW:

- a. The parties agree that this Agreement and all matters incidental thereto shall be governed by and construed in accordance with the Laws of the Federal Republic of Nigeria.
- 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.

9. 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.

10. 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.

11. DEVELOPMENT CHARGES

Development fees for the estate is being put at **₦750, 000.00 (Seven Hundred and Fifty Thousand Naira)** per plot which is subject to review upwards.

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Vendor Signature _____

Purchaser Signature _____

5

Vendor Signature _____

Purchaser Signature _____

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

THE COMMON SEAL of the within named **PWAN MAX PROPERTY AND BUSINESS SOLUTIONS LTD**, is hereby affixed.

COMMON SEAL

In the presence of:

DIRECTOR

DIRECTOR/SECRETARY

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



SIGNATURE

IN PRESENCE OF:

NAME: _____

SIGNATURE: _____

ADDRESS: _____

OCCUPATION: _____