



**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 (PWAN MAX) FOR FAILURE TO ALLOCATE LAND AND DELIVER POSSESSION FOR ONE (1) RESIDENTIAL PLOT FULLY PAID FOR AT MAX GARDENS, IMO STATE - ₦3,500,000**

We write on behalf of our client (hereinafter referred to as “**the Petitioner**”) to formally petition **PWAN Group**, acting through its subsidiary **PWAN Max**, for **breach of contract, fraudulent misrepresentation, and deliberate failure** to allocate **one (1) residential plot of land** fully paid for at **Max Gardens**, Imo State.

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## FACTUAL SUMMARY

1. The Petitioner purchased **one (1) residential plot of land** at **Max Gardens**, located in Imo State, through **PWAN Max**, a subsidiary of PWAN Group.
2. The Petitioner paid the full purchase sum of **₦3,500,000 (Three Million, Five Hundred Thousand Naira Only)** for the plot and related documentation.
3. PWAN Max issued receipts and/or a Contract of Sale confirming the transaction and promising prompt physical allocation and valid title documents.
4. Since payment, **no physical allocation has been done**, and the Petitioner has not been granted access to any specific plot of land.
5. Repeated follow-up visits, calls, and messages to PWAN Max staff have yielded only excuses and delays — but no allocation or refund.
6. To date, the Petitioner remains without land, valid title documents, or a refund, resulting in serious **financial loss, wasted time, and emotional distress**.

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## ALLEGED OFFENSES

The conduct of **PWAN Max** in this matter amounts to:

- **Breach of Contract** — for failure to allocate the plot as agreed.
  - **Obtaining Money Under False Pretences** — 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**.
  - **Unfair Trade Practices and Misrepresentation** — in violation of the **Federal Competition and Consumer Protection Act (FCCPA), 2019**.
  - **Advance Fee Fraud** — contrary to the **Advance Fee Fraud and Other Fraud Related Offences Act, 2006**.
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## RELIEFS SOUGHT

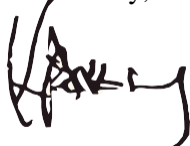
In view of the above, we respectfully request that your esteemed office:

1. Conduct a **full criminal investigation** into **PWAN Max**, its directors, managers, and field agents involved in the sale and marketing of plots at **Max Gardens, Imo State**.
  2. Compel PWAN Max to either:
    - **Immediately allocate** the fully paid-for residential plot with valid title documentation and physical possession; or
    - Refund the total sum of **₦3,500,000**, with accrued interest and appropriate compensation for wasted time and hardship.
  3. Prosecute any officers or agents found to have participated in fraudulent misrepresentation or misuse of the Petitioner's funds.
  4. Enforce effective **regulatory oversight** to protect other innocent buyers from similar exploitation.
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## ATTACHED DOCUMENTS

- Receipts showing full payment of **₦3,500,000**;
- Contract of Sale (if available);

Yours faithfully,




**AKINOLA SAMUEL ELUYEFA ESQ**

*Principal Partner/Investor Partner*

ELUYEFA CHAMBERS

*On behalf of the Alleged Petitioner*

<p style="text-align: center;"><b>CONTRACT OF SALE OF LAND</b></p> <p style="text-align: center;"><b>BETWEEN</b></p> <p style="text-align: center;"><b>PWAN MAX PROPERTY AND BUSINESS SOLUTIONS LTD</b> <b>(VENDOR)</b></p> <p style="text-align: center;"><b>AND</b></p> <p style="text-align: center;"> <b>(PURCHASER)</b></p> <p>1. IN RESPECT OF ALL THAT TWO PLOTS OF LAND MEASURING 464 SQUARE METERS EACH INCLUDING ONE FREE PLOT OF 232 SQUARE METERS AT MAX GARDENS, UMUMBELE FARM LAND, AMAOKWE MGBIRICHI OHAJI LGA, IMO STATE, NIGERIA.</p>
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**This** Contract of sale Agreement is made this 12<sup>TH</sup> day of July 2022.

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 '**ASSIGNOR**') which expression shall wherever the context so admits include his heirs, agents, administrators, successors-in-title and assigns.

AND

  
(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 GARDENS**", lying and situate at Umumbele Farm Land, Amaokwe Mgbirichi Ohaji L.G.A, Imo State; (herein after referred to as "**The Property**") belongs to the Vendor by virtue of a Deed of Assignment from , NMEZI Family .
- ii. The **VENDOR** is desirous of selling all its interest in the two plots of 464 square meter of the **Property** to the **PURCHASER** and the **PURCHASER** is desirous of and has agreed to purchase the two plots of 464 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 N3, 500,000.00(Three Million, Five Hundred Thousand Naira) Only for Two (2) Residential plots of land measuring 464 square meter each, including one free plot of 232 square meters courtesy of pwan max promo, receipt of which the **VENDOR** hereby acknowledges. The **VENDOR** as **BENEFICIAL**

**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 Imo 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 whatsoever

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Vendor Signature

Purchaser Sign