



☎ 07077513836

✉ eluyefachambers@gmail.com

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 HEIGHT (PWAN GROUP) FOR LAND FRAUD, EMOTIONAL TRAUMA,
AND BREACH OF CONTRACT – ₦3,000,000 TOTAL MONETARY LOSS**

We hereby submit this petition against **PWAN MAX HEIGHT**, a subsidiary of the **PWAN GROUP**, for engaging in a calculated scheme of real estate fraud, willful breach of contract, and infliction of severe emotional and psychological distress upon our client.

Since 2021, PWAN MAX HEIGHT received the sum of **₦3,000,000** from our client under the promise of allocating land in **PWAN Max Height Estate, Asaba, Delta State**. However, despite several attempts to secure her rightful property and repeated follow-ups through legal and law enforcement channels, PWAN has refused to allocate the land or provide any valid documentation, causing devastating consequences to the petitioner, including the **loss of pregnancy**, financial ruin, and continued psychological trauma.

DETAILED FACTS OF THE CASE

1. In **2021**, our client paid **₦3,000,000** to PWAN MAX HEIGHT for the purchase of a plot of land in their advertised estate located in **Asaba, Delta State**. The funds were raised partly through personal savings and a **bank loan**, which she is still repaying.
2. The transaction was conducted in good faith, with the understanding that allocation and documentation (e.g., Survey Plan, Deed of Assignment, and Allocation Letter) would be promptly issued.
3. Since 2021, despite multiple visits and demands, **no land has been allocated**, and no valid documents have been given to her. The company has continually made false promises and acted in bad faith.
4. The petitioner has **engaged two separate lawyers** in an effort to seek redress, spending substantial sums on legal representation. She has also **filed previous petitions** in 2023 and 2024 without resolution.
5. In the course of pursuing justice, the petitioner **personally ensured the arrest of Mr. Steven**, the then-manager of the

- PWAN Asaba office. Yet, no meaningful restitution or allocation has occurred.
6. During one of her visits to the PWAN Asaba office, **she suffered a miscarriage due to extreme emotional distress**, after a heated confrontation where she was shouting and crying over her lost investment. This event has left a lasting emotional scar.
 7. To this day, she continues to **repay the loan** she took to purchase the land, with **no land, no documents, and no compensation** received from PWAN.

APPLICABLE LEGAL BREACHES

The conduct of PWAN MAX HEIGHT and its representatives constitutes multiple violations of Nigerian law:

- **Advance Fee Fraud** – Section 419, Criminal Code Act.
- **Criminal Breach of Trust** – Section 312, Criminal Code Act.
- **Intentional Infliction of Emotional Distress** – Under Nigerian tort law.
- **False Advertising and Deceptive Trade Practices** – Section 14, FCCPA 2019.
- **Breach of Contract** – Failure to deliver land or documentation after payment.

RELIEFS SOUGHT

Given the egregious nature of this fraud and the severe consequences suffered by our client, we respectfully demand that relevant agencies urgently:

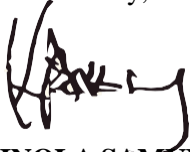
1. **Launch a full-scale criminal and civil investigation** into the activities of PWAN MAX HEIGHT and its management team in Asaba.
2. **Order the immediate allocation of the plot of land** with valid documentation or, in the alternative, a **full refund of ₦3,000,000**, including interest and legal expenses incurred.
3. **Award damages for emotional trauma, medical loss** (miscarriage), and **continued financial hardship** resulting from the fraudulent transaction.
4. **Prosecute all responsible individuals**, including any officers of PWAN who participated in or enabled this fraudulent activity.
5. **Blacklist PWAN MAX HEIGHT Asaba** from further land sales pending full compliance with restitution requirements.

ATTACHED DOCUMENTS (EVIDENCE)

1. Proof of payment totaling ₦3,000,000 to PWAN MAX HEIGHT.
2. Copies of previous petitions submitted through legal counsel.
3. Hospital/medical report or affidavit relating to the miscarriage (if available).
4. Evidence of police involvement and arrest of the PWAN Asaba manager.
5. Loan documents showing ongoing repayment obligation.

We call on the appropriate authorities to take swift and decisive action to restore justice and prevent further exploitation of innocent Nigerians by PWAN GROUP and its subsidiaries. This case is not only about financial loss—it is about **dignity, accountability, and justice for a woman who has suffered deeply and unfairly.**

Yours faithfully,



AKINOLA SAMUEL ELUYEFA ESQ

Principal Partner/Investor Partner

ELUYEFA CHAMBERS

On behalf of the alleged petitioner



OJ AND MARC BUSINESS COMPLEX, KM 42
LEKKI EPE EXPRESSWAY, OPPOSITE CHILDREN'S
PLACE PLAZA, BY ALFA BUS STOP, AJAH
LAGOS
08180000652, 07064000761,

MARCH 23, 2023



Dear Valued Client,

PHYSICAL ALLOCATION NOTIFICATION

You are hereby notified of your allocation as follows:

Estate Name: MAX VILLE ASABA

No of Plots: THREE PLOTS

Type of Plot: RESIDENTIAL

Size: 464 SQM EACH

Plot Details: BLOCK L, PLOT 4,5,6

Date of Allocation: 2023

NB: This letter is **ONLY** authenticated upon the receipt of your survey plan, Payment of your Deed of Assignment and payment of your development fees respectively for your subscribed Plot(s).

Subsequently, you are responsible for the clearing of your land after allocation if you have not started building. However, we want to encourage you to start building so that the development of the estate will be fast.

Take note that we have free building plans that can help you with your building at market friendly prices. Kindly get back to our Customer Service department for how to start your building.

Thank you for choosing **PWAN MAX PROPERTY AND BUSINESS SOLUTIONS LIMITED.**

Yours faithfully,

NWAIGWE FRANKLIN
GENERAL MANAGER

EGBUNIKE FRANCISCA
HOD. ADMIN



OFFICE: Km12, Ibeju-Lekki Expressway Opposite Children's Place Plaza,
By AFA Bus Stop, Ikeja, Lagos.
Tel: +234-818000632, +234-818000637
Email: pwamaxproperties@gmail.com

Sales Receipt

Sold To:



Date:

Sept 8, 2021

Receipt #:

File #:

Comment:



Payment Method	Reconciling Bank	Quantity	Estate	Duration
Outright	Guaranty Trust Bank	2	Max Heights, Asaba	36mths

Description	Line Total
Being Final payment for Two(2)plots of Land at Max Heights, Asaba	N 2,000,000.00
Amount in words: Two Million Naira and Zero Kobo	
	Subtotal N 2,000,000.00
	Tax N 0.00
	Total N 2,000,000.00
Additional Information: Outright payment For Two(2)plots of Land at Max Heights, Asaba, attracts One(1) free plot	
Total Amount:	N 3,000,000.00
Outstanding Balance:	N 0.00
Size per Plot:	464SqM

FOR PWAN Max Properties and Business Solution
Habeeb Sherifdeen
Signature

...making home ownership dreams a reality

www.pwanmax.com



OJ AND MARC BUSINESS COMPLEX, KM 42
LEKKI EPE EXPRESSWAY, OPPOSITE CHILDREN'S
PLACE PLAZA, BY ALFA BUS STOP, AJAH
LAGOS 08180000652, 07064000761,

SEP 2, 2024

[REDACTED]
Dear Valued Client,

PHYSICAL ALLOCATION NOTIFICATION

You are hereby notified of your allocation as follows:

Estate Name: MAX VILLE, PHASE 2 ASABA
No of Plots: THREE (3) PLOTS
Type of Plot: RESIDENTIAL
Size: 464SQM EACH
Plot Details: BLOCK H2, PLOT 15,16 & 17
Date of Allocation: 2024

NB: This letter is **ONLY** authenticated upon the receipt of your survey plan, Payment of your Deed of Assignment and payment of your development fees respectively for your subscribed Plot(s).

Subsequently, you are responsible for the clearing of your land after allocation if you have not started building. However, we want to encourage you to start building so that the development of the estate will be fast.

Take note that we have free building plans that can help you with your building at market friendly prices. Kindly get back to our Customer Service department for how to start your building.

Thank you for choosing **PWAN MAX PROPERTY AND BUSINESS SOLUTIONS LIMITED.**

Sincerely,

CHIKA CHUKWULOZIE

EBGUNIKE FRANCISCA



OJ AND MARC BUSINESS COMPLEX, KM 42
LEKKI EPE EXPRESSWAY, OPPOSITE CHILDREN'S
PLACE PLAZA, BY ALFA BUS STOP, AJAH LAGOS
08180000652, 07064000761,

SEPTEMBER 8, 2021

Dear Sir/Ma

PAYMENT NOTIFICATION LETTER

Sequel to the receipt of your payment of ~~₦~~ 3,000,000.00 only for **Two (2) Residential Plots of land in Max Heights at Admiralty Road, Umuedi, Asaba area of Delta State.**

Please find below the description of the allocation:

LOCATION: Umuedi Village, Admiralty Drive, Asaba, Delta State.

SIZE: Two (2) Residential Plots of Undeveloped land measuring 464sqm each, including one free plot courtesy of Max Cap Promo.

TITLE: Undeveloped parcel of Land presently under customary ownership at the Ministry of lands, Asaba, Delta State.

You are required to make the following payments:

Survey Fee: To pay the sum of ₦ 150, 000 only per plot, being the payment for your Survey Plan to be made in your name.

Plot Demarcation Fee: To pay the sum of ₦30,000 only per plot for your plot demarcation.

Deed of Assignment Fee: To pay the sum of ₦100,000 only per plot for your Deed of Assignment.

Development Fee: To pay the sum of ₦500,000 only per plot for your Development Fee.

Payment shall be made into any **Guarantee Trust Bank** branch. Account Name: **PWAN MAX PROPERTY AND BUSINESS SOLUTION**, Account Number: **GTB: 0509546334**

Your provisional Survey Copies containing full details of your plot shall be made available to you after your physical allocation.

Building plans are to be submitted in 2D and 3d formats to Pwan Max for consent and approval as we expect your construction to be commenced as soon as possible.

Thank you so very much for partnering with us to make home ownership dreams a reality for as many people as we possibly can.

Sincerely,

NWAIGWE FRANKLIN
Business Development Manager

EMMANUEL OFFOR
Business Development Executive

CONTRACT OF SALE OF LAND

BETWEEN

**PWAN MAX PROPERTY AND BUSINESS SOLUTION
(VENDOR)**



1. IN RESPECT OF ALL THAT TWO PLOTS OF LAND INCLUDING ONE FREE PLOT MEASURING 464 SQUARE METERS EACH 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.
08034869295, 08020550410
princejoelsg@yahoo.com
info@princejoelandassociates.com
www.princejoelandassociates.com*

1

Vendor Signature_____


Purchaser Signature _____

This Contract of sale Agreement is made this 15TH day of September 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


(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 two plots of 464square meters of the **Property** to the **PURCHASER** and the **PURCHASER** is desirous of and has agreed to purchase the two 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 **N3, 000,000.00 (Three Million Naira)** only for Two (2) Residential plots measuring 464 square meters, also including One free plot courtesy of Max Cap Promo, receipt of which the **VENDOR** hereby acknowledges. The **VENDOR** as **BENEFICIAL OWNER** hereby agree to sell **UNTO the Purchaser** All that Two plots 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

Vendor Signature_____

Purchaser Signature _____

1. PURCHASE PRICE:

The Complete Purchase Price will be **N3, 000,000.00 (Three Million Naira)** only for Two (2) Residential plots of land measuring 464 square meters, also including One free plot courtesy of Max Cap Promo.

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 N3, 000,000.00 (Three Million Naira)** only shall be paid in three instalments.
- b. The complete price of the land was paid two times 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 whatsoever.

3

Vendor Signature_____

Purchaser Signature _____

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 **N500, 000.00** (Five Hundred Thousand Naira) per plot which is subject to review upwards.

4

Vendor Signature_____

Purchaser Signature _____

SCHEDULE A

1. ALL THAT TWO PLOTS OF LAND INCLUDING ONE FREE PLOT MEASURING 464 SQUARE METERS EACH AT MAX HEIGHTS, ADMIRALTY DRIVE, UMUEDI, OFF IBUSA EXPRESSWAY, ASABA DELTA STATE, NIGERIA.
2. COORDINATES: 236325.105ME, 685494.289MN
236505.156ME, 685540.152MN

5

Vendor Signature_____

Purchaser Signature _____