

MAX-TRADE CONTRACT

BETWEEN

MARVLUS ISREAL CHUKWUDI

(THE OFFEROR)

AND

PWAN MAX PROPERTY AND BUSINESS SOLUTIONS LTD.

(THE OFFEREE)

IN RESPECT OF 40SQM PORTION OF LAND AT MAX BEACH
FRONT, SOLU ORUMIJE ELEKO, IBEJU LEKKI, LAGOS STATE.

PREPARED BY:

ABIODUN O. MAKINDE ESQ.

LLB, BL, LLM (UK)

BIODUN MAKINDE & CO.

14, OMOGIATE STREET,

FIRST UGBOR,

G.R.A, BENIN CITY,

EDO STATE, NIGERIA.

NIN: 42374751707

07085657995

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OFFEREE's Signature: _____

OFFEROR's Signature: M.I.C

THIS MAX TRADE CONTRACT is made this 6th day of August, 2025

BETWEEN

MARVLUS ISREAL CHUKWUDI of No 2, Chika Crescent off Nza Street, Independent Layout, Enugu. (Hereinafter referred to as 'THE OFFEROR' which expression shall where the context so admits include his/her heirs, assigns and legal representatives) of the First part.

AND

PWAN MAX PROPERTY AND BUSINESS SOLUTIONS LTD., of OJ & Marc Complex, KM 42, Lekki-Epe Expressway, Opposite Children's Place Plaza, Sangotedo, Ajah, Lekki, Lagos (hereinafter referred to as 'THE OFFEREE' which expression shall where the context so admits include her director(s), assigns, legal representatives and successors-in-title) of the Second part.

WHEREAS

- a. The OFFEREE is a Real Estate marketing business engaged in the acquisition and disposition of tracts of land and development of gated estates.
- b. The OFFEREE has, respectively, acquired vast tracts of land measuring 150, 300, 450 and 600 square meters per plot situate and lying at Solu Orumjie Eleko, Ibeju Lekki Lagos known as **MAX BEACH FRONT**.
- c. The OFFEROR has offered to purchase from, and subsequently sell to, the OFFEREE (at the same time) that One plot of land measuring 40 square meters at the OFFEREE's *Max Beach Front Estate*.
- d. Pursuant to paragraph C above, the OFFEREE has accepted to sell to, and subsequently repurchase from, the OFFEROR (at the same time) that one plot of land Measuring 40 square meters at *Max Beach Front Estate*.

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OFFEREE's Signature: _____

OFFEROR's Signature: M.I. C

- e. By virtue of this contract, however, subject to paragraphs D(2), D(3), and D(4) below, the Offeror is not entitled to any interest in the land in subject but in the receipt of the *forward price* (repurchase price) at the expiration of 12 months.
- f. The parties have agreed to proceed with the transaction arrangement detailed above, subject to the terms reserved below.

NOW IT IS AGREED AS FOLLOWS

A. CONSIDERATION

In pursuance of the agreement above and the consideration of the *Spot* sum (purchase sum) of #400,000 (Four Hundred Thousand Naira) only, to be paid by the OFFEROR to the OFFEREE as purchase price for the One plot of land, measuring 40 square meters at *Max Beach Front Estate*, of the first part, and in further consideration of the *Forward* sum of #560,000 (Five Hundred and Sixty Thousand Naira) payable in 12 months by the OFFEREE to the OFFEROR as repurchase price of the One plot of land measuring 40 square meters at *Max Beach Front Estate*, of the second part, the parties mutually agree to enter into this Agreement subject to the terms contained herein.

B. COMMENCEMENT/DURATION

This Contract shall commence upon full payment of the *Spot* sum, and shall last for a period of 12 months, subject to all terms of this contract, and any renewal of terms as the parties may subsequently agree.

C. AMENDMENT AND WAIVERS

No provision of this Agreement shall be changed or modified in any way either as a whole or in part, except by an instrument in writing made on or after the date of this Agreement, signed by both parties.

D. TERMINATION/REFUND POLICY

1. This Agreement may be terminated:

OFFEREE's Signature: _____

OFFEROR's Signature: M.T.C

- i. Upon the full payment of the *Forward Price* contained in the Consideration clause above.
 - ii. Where there is a 30 (thirty) days' written notice by the terminating party.
 - iii. Where there is a mutual agreement by the parties to terminate it.
2. Notwithstanding paragraph "e" abovementioned in the recital, in the case of default on the part of the Offeree to pay the *forward price* at the expiration of 12 months, the Offeror shall be entitled to the land in subject, and an additional compensatory portion of land (equivalence of which shall be the value of 50% of the paid amount).
3. Where the Offeree chooses to terminate this contract, not due to breach by the Offeror, before the expiration of 12 months, the Offeror shall be entitled to the land in subject, and an additional compensatory portion of land (equivalence of which shall be the value of 50% of the paid amount).
4. The Offeror, also, reserves the right to, at anytime, opt for the termination, hence, acquisition of the land in subject, before the expiration of 12 months, in which case, without the additional compensatory portion of land (equivalence of which shall be the value of 50% of the paid amount)
5. Where the termination is initiated by a written notice from the OFFEROR (before the expiration of the 12 months period reserved in this contract), the OFFEROR shall upon the expiration of the notice, become entitled to a refund of the *Spot* price only as contained in the Consideration clause above, subject to the Refund Policy of the OFFEREE in paragraph D(7) below, or in the alternative, become entitled to the land in subject, however, without an additional compensatory portion of land (equivalence of which shall be the value of 50% of the paid amount), pursuant to paragraph D(4) in the above recital.

OFFEREE's Signature: _____

OFFEROR's Signature: M.I.C

6. Where either party breaches any fundamental term of this agreement, the other party shall issue a 30 (thirty) days' written notice for the breaching party to rectify such breach, after which the affected party may repudiate the contract if the breaching party remains in default after the period of the notice.
7. In the event of a refund, a period of 90 (ninety) days shall be given to the OFFEREE to process the refund, and an additional 60 (sixty days) where the refund has not been completed before the first 90 (ninety) days elapses. The refund shall be paid less 40% for Administrative fees.
8. After the expiration of the 12 months period reserved in this contract, the OFFEROR shall automatically become entitled to the Forward price contained in the Consideration clause above, or alternatively, entitled to the land in subject with an additional compensatory portion of land (equivalence of which shall be the value of 50% of the paid amount), where the forward price remains unpaid, subject to paragraph "e" reserved in the above recital.
9. Where the Forward price remains unpaid after the period of 12 months, the OFFEROR shall give a 30 days demand notice to the OFFEREE, subject to paragraph "E" below. Where the notice has been served, and the Offeree remains in default, paragraph "e" reserved in the recital shall be invoked in favour of the Offeror.
10. All provisions of this Contract relating to fees and expenses, indemnification, jurisdictional and governing law provisions shall survive the expiration, termination or dissolution of this Agreement.

OFFEREE's Signature: _____

OFFEROR's Signature: 14. I. C

E. NOTICES

Any notice required or permitted under this Agreement shall be in writing and shall be deemed to have been duly delivered when it is delivered at the other party's address specified in this Contract.

F. GOVERNING LAW AND JURISDICTION

This Agreement shall in all aspects be governed by, interpreted, construed, and enforced in accordance with the laws of the FEDERAL REPUBLIC OF NIGERIA, without giving effect to any choice of law or conflict of laws, rules, or provisions that would cause the application of the law(s) of any jurisdiction other than NIGERIA.

G. FORCE MAJEURE

The inability of either Party to commence or complete his/her obligations hereunder by the dates herein required, as a result of delays caused by; acts of God (natural disasters), war, emergencies, epidemics/pandemics, delays in Government bureaucracy for any approvals, Government ordered lock-downs, civil unrest, unavailability of materials or other causes that are beyond the Party's reasonable control, shall be considered as Force Majeure, and any obligation affected by the prevalence of such occurrence shall be suspended, **PROVIDED** that the occurrence of such Force Majeure is duly communicated to the other Party within 21 (Twenty One) days of the commencement or occurrence of the event. The said situation shall extend the period for the performance of the obligations by each Party for the period equal to the period(s) of any such delay(s).

H. DISPUTE SETTLEMENT:

1. The Parties hereby agree to make earnest attempt to amicably resolve any and all disputes that may arise out of, or relate to this Agreement, within 30 days of the communication of the dispute by a party to the other party.

OFFEREE's Signature: _____

OFFEROR's Signature: M.I.C

2. Where such attempt fails, any dispute relating to the interpretation of this agreement or arising from its execution shall be referred to arbitration under the provision of the Arbitration and Conciliation Act Cap 19 Laws of the Federation of Nigeria, 1990.

IN WITNESS OF WHICH, the parties have executed this Agreement in the manner below, the day and year first above written.

SIGNED, SEALED AND DELIVERED by the OFFEROR

M.I.C
MARVLUS ISREAL CHUKWUDI

In the presence of:

Name: Ekwedigwe Ikchukwu H

Address: 6 Dabor Street Okota Lagos

Occupation: Software Engineer

Signature: [Signature]

SIGNED, SEALED AND DELIVERED by the within named OFFEREE

AUTHORIZED SIGNATORY
PWAN MAX PROPERTY AND BUSINESS SOLUTIONS LTD.

In the presence of:

Name: _____

Address: _____

Occupation: _____

Signature: _____

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OFFEREE's Signature: _____

OFFEROR's Signature: _____