

**AGREEMENT FOR SALE OF LAND**

**BETWEEN**

**OTTO MARK MOSHA  
(VENDOR)**

**AND**

**WORLDVU TANZANIA LIMITED  
(PURCHASER)**

Dated this 14 Day of 02 2026.

**SALE AGREEMENT FOR THE LAND MEASURING 30 ACRES LOCATED ON PLOTS  
NO. 358 & 360 BLOCK "A", KIROMO-CHAMBEZI, BAGAMOYO URBAN AREA,  
COAST- REGION.**

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**AGREEMENT FOR SALE OF LAND**

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THIS AGREEMENT is made this 14 day of 02, 2026

**BETWEEN**

**OTTO MARK MOSHA**, a natural person, a resident of Dar es Salaam, Tanzania, of Tanzanian Nationality, of P.O. BOX 70887, DAR ES SALAAM (hereinafter referred to as the "**Vendor**" whose expression shall include and extend to persons deriving title under the Vendor, his successors and assigns to include their heirs) of the one part;

**AND**

**WORLDVU TANZANIA LIMITED**, a Limited Liability Company, registered under the Laws of Tanzania, Dar es Salaam, Tanzania, with Registered Number 186524179 (hereinafter referred to as the "**Purchaser**" whose expression shall include and extend to persons deriving title under the Purchaser, his successors and assigns to include their heirs) of the other part;

The Vendor and the Purchaser are hereinafter collectively referred to as ("the Parties")

**PREAMBLE:**

- A. **WHEREAS** the Vendor is a lawful owner of the piece of land measuring **30 ACRES LOCATED ON PLOTS NO. 358 & 360 BLOCK "A", KIROMO-CHAMBEZI, BAGAMOYO URBAN AREA, COAST REGION**, as depicted in the Registered Survey Plan No. **218929** (hereinafter referred to as "**the Property**");
- B. **WHEREAS**, the Vendor is desirous of selling and the Purchaser is desirous to purchase the said Property from the Vendor with all unexhausted improvements existing thereon on the terms and conditions herein;
- C. **WHEREAS** the Purchaser has accepted and represented to the Vendor that they have the financial capacity to complete payment for purchase of the Property in a total consideration amounting to **United States Dollars Seven Hundred and Fifty Thousand (USD 750,000)**;
- D. **AND WHEREAS** the Parties are in agreement to enter into this sale transaction subject to the terms and conditions as set herein.

NOW THIS AGREEMENT WITNESSTH as follows: -

## 1.0 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement unless the context admits otherwise:

1.1.1 **"Agreement"** means this Sale Agreement governing the sale of the Property (as defined herein above) by the Vendor and the purchase thereof.

1.1.2 **"Commissioner for Lands"** means the Commissioner for Lands, appointed by the President of the United Republic of Tanzania.

1.1.3 **"Ministry"** means the Ministry of Lands, Housing and Human Settlements Development of the United Republic of Tanzania.

1.1.4 **"Parties"** shall mean the signatories of this agreement.

1.1.5 **"The Property"** means the piece of land measuring **30 ACRES LOCATED ON PLOTS NO. 358 & 360 BLOCK "A", KIROMO-CHAMBEZI, BAGAMOYO URBAN AREA, COAST REGION, as depicted in the Registered Survey Plan No. 218929**

1.1.6 **"The Purchase Price"** shall mean **United States Dollars Seven Hundred and Fifty Thousand (USD 750,000)**; payable by the Purchaser to the Vendor as consideration for the purchase of the Property.

1.1.7 **"USD" or "\$"** means United States Dollars, the currency of the United States of America.

1.1.8 **"Warranties"** means the covenants, representations and warranties from the Vendor and Purchaser set out in clause 8 and 9 below and any other representations or warranties made by the Vendor and Purchaser in this Agreement or which have become terms of this Agreement and Warranty shall be construed accordingly.

1.2 Words importing the singular shall be construed as importing the plural and vice versa;

1.3 Words importing persons shall be construed as importing a corporate body and vice versa;

1.4 The headings of clauses do not form part of this Agreement and shall not be taken into account in its construction or interpretation; and

1.5 Any obligation on any party not to do or to omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done by any employee, agent or servant or advisor or any person authorized by that party.

## 2.0 DESCRIPTION OF THE LANDED PROPERTY TO BE SOLD:

2.1 The Vendor hereby sells and the Purchaser hereby purchases the **PIECE OF LAND MEASURING 30 ACRES LOCATED ON PLOTS NO. 358 & 360 BLOCK "A", KIROMO-CHAMBEZI, BAGAMOYO URBAN AREA, COAST REGION, as depicted in the Registered Survey Plan No. 218929**, as attached to this Agreement, and includes all things naturally growing on the land, buildings and other structures permanently affixed to the land and all other improvements as described in this Agreement (hereinafter referred to as "the Property").

## 3.0 EFFECTIVE DATE:

3.1 The Parties to this Agreement have mutually agreed that the effective date of this agreement shall be on the date of execution of this Agreement by both Parties.

## 4.0 CONSIDERATION AND MODE OF PAYMENT:

4.1 The Parties are in agreement that in consideration of the sale of the Property by the Vendor to the Purchaser, as anticipated under Article 2.1, the Purchaser shall pay to the Vendor a purchase price of **United States Dollars Seven Hundred and Fifty Thousand (USD 750,000)** (hereinafter referred to as the Purchase Price"). The Vendor shall transfer to the Purchaser his absolute ownership of the Property together with the improvements and developments thereon free from any encumbrances whatsoever.

4.2 The Parties agree that the Purchase Price shall be paid by the Purchaser to the Vendor in the following manner and instalments:

**4.2.1. Initial Commitment Amount:** 10% of the agreed purchase price equal to USD 75,000 has been paid to the Vendor following the signing of the Lock Out Agreement and opening of the Zenith Attorneys-Client Account.

**4.2.2. Second Payment:** 45% of the agreed purchase price equal to USD 337,500 to be paid into Zenith Attorneys-Client Account, after the Re-Survey and Change of Land Use process has been finalized to have one Registered Survey Plan with Light Industrial Usage on the property bought by the Purchaser and execution of this Agreement.

**4.2.3. Third Payment:** 45% of the agreed purchase price equal to USD 337,500 to be paid into Zenith Attorneys-Client Account when the Title Deed in the name of TISEZA and Derivative Rights in the name of the Purchaser have been issued.

- 4.3 Zenith Attorneys, being the Purchaser's Representative opened special accounts called Zenith Attorneys-Client Account specifically for this transaction whereby the 90% of the total agreed purchase price shall be deposited with when the events narrated in clauses 4.2.2 and 4.2.3 above occur.
- 4.4 The above stated Purchaser's Representative Account has the following details;  
**Account Name:** Zenith Attorneys-Client Account  
**Bank:** NCBA Bank Tanzania Limited  
**Branch Name:** Amani Place  
**Account Number:** 111735100044 (TZS)  
**Account Number:** 111735100051 (USD)
- 4.5 After obtaining the Title Deed in the name of TISEZA and Derivative Rights in the name of the Purchaser, Zenith Attorneys shall forthwith transfer the entire 90% of the agreed purchase price to the Vendor.

**5.0 SPECIFIC CONDITIONS TO THE SALE  
IT IS HEREBY AGREED;**

- 5.1 The Vendor and the Purchaser shall in addition to this Agreement duly execute any and all related documents for the application of ownership by the purchaser and use their best endeavors to reasonably facilitate the granting of ownership of the Property to the Purchaser.
- 5.2 The Purchaser shall bear all costs related to application of ownership including but not limited to stamp duty, registration fees, and post-completion taxes.
- 5.3 That the Purchaser shall have the primary responsibility to take all necessary and/or reasonable steps to obtain all governmental, regulatory or other approvals and consents required for completion of the Transaction;
- 5.4 That, during the process of application for the grant of the right of occupancy of the Property, both Parties shall work closely so as to ensure the consent from the approving authority is obtained and the Property is registered into the name of Purchaser;

**6.0 OBLIGATIONS OF THE VENDOR:  
The Vendor shall:**

- 6.1 Furnish the Purchaser with the approved TP Drawing and Survey Plan in respect of this property.
- 6.2 Respond promptly to all enquiries from the Purchaser or its advisors for information about the said Property provided that nothing in this Agreement shall impose on the Vendor any greater duty of disclosure of matters affecting the Property than those imposed by statute or any other law.

- 6.3 Not to do any act to prejudice or in any way affect the interests, present or future, of the Purchaser.
- 6.4 Provide all reasonable support as needed to ensure the timely sale of the Property to the Purchaser.

## **7.0 OBLIGATIONS OF THE PURCHASER:**

### **The Purchaser shall;**

- 7.1 Promptly pay the Purchase Price for the purchase of the Property and other payments narrated herein in line with Clauses 4 herein above and honor all the terms and conditions of this Agreement.
- 7.2 Make such enquiries as it considers relevant and necessary for the purposes of the intended transfer of the Property;

## **8.0 VENDOR'S REPRESENTATIONS AND WARRANTIES:**

The Vendor represents and warrants as follows to the Purchaser, and acknowledges that the Purchaser is relying upon such representation and warranties in entering into this Agreement.

- 8.1 That he is the lawful owner of the Property and that the Property has no litigation pending before any forum or court in respect of the said land. In event of a successful challenge of ownership, the Vendor undertakes to indemnify the Purchaser for all payments made to him by the Purchaser related to the purchase, survey and application of the grant of title to the Purchaser.
- 8.2 There is no law, order, decree or similar enactment binding on the Vendor so far as he is aware of which would conflict with or prevent it from entering into, performing and observing the terms of this Agreement.
- 8.3 All restrictions, conditions and covenants applicable to the Property have been fully disclosed to the Purchaser and fully observed and complied with in all material respects and no notice of any material breach thereof has been received or is to the Vendors knowledge likely to be received.
- 8.4 That the sale and change of ownership contemplated in this Agreement is subject to government statutory approvals of disposition.
- 8.5 The execution or performance of the terms and conditions of this Agreement, and all related documents shall not result in any breach of any agreement in which the Vendor is a party to it or any court order or decree.
- 8.6 All information given by or on behalf of the Vendor to the Purchaser in the course of negotiations leading to this Agreement was, when given, and remains true, complete and accurate in all material respects, and the Vendor is not

aware of any facts or matters which would render such information untrue, incomplete, inaccurate or misleading in any material respect.

- 8.7 That he represents and warrants that he has the right, power and all necessary authority to enter into this Sale Agreement with the Purchaser free of any encumbrances whatsoever.
- 8.8 The Vendor will immediately disclose in writing to the Purchaser any event or circumstance which may arise or become known to them after the date of this Agreement and prior to registration of the formal instruments of transfer in favour of the Purchaser which are inconsistent with any of the warranties or which had they occurred on or before the date of this Agreement would have constituted a breach of the warranties or which are material to be known by a Purchaser for value of the Property.
- 8.9 The Vendor agrees to indemnify and to hold the Purchaser harmless against all proceedings, costs, claims, demands, charges or expenses and liabilities arising out of misrepresentation, omission to disclose any fact relevant to the intended disposition or breach of the representations and warranties or covenants contained herein resulting in the Purchaser suffering any damage or incurring any liability.
- 8.10 Any change of mind to sell the property to the Purchaser by the Vendor after signing this Agreement and payment of the part of or full purchase price, as narrated in clause 4 above, the Vendor shall be liable for breach of contract and subsequent damages as shall be assessed and granted by the Court.

## **9.0 THE PURCHASER'S REPRESENTATION AND WARRANTIES**

The Purchaser represents and warrants as follows to the Vendor, and acknowledges that the Vendor is relying on such representations and warranties in entering into this Agreement.

- 9.1 The Purchaser (and or its corporate group) has sufficient funds, power, authority and right to enter into this Agreement and complete the transactions contemplated hereby.
- 9.2 That before the execution of relevant Deeds it shall have completed or waived his rights to conduct his own due diligence investigations in respect of the Vendor's Property contemplated in this Agreement.
- 9.3 It will not do or omit or permit to be done any act or thing or permit the omission of any act or thing, which is intended to or may impair or have adverse effect upon consummation of the transactions contemplated in this Agreement on the whole or part of the Property.

## **10.0 VENDOR'S AND PURCHASER'S COVENANTS**

### **The Parties hereby covenant that;**

- 10.1 This Agreement constitutes the entire contract between the Parties with regard to the matters dealt with in this Agreement and no representation, terms or warranties not contained herein shall be binding on the Parties.
- 10.2 No agreement varying, adding to, deleting from or canceling this Agreement shall be effective unless in writing and signed by the Parties.

## **11.0 COMPLETION OF THE TRANSACTION**

The Vendor and the Purchaser hereby expressly agree that the completion of the Transaction will take place on the occurrence of the following events:

- 11.1 The ownership of the Property is granted in the name of Tanzania Investment and Special Economic Zones Authority (TISEZA) in view of the Purchaser being issued with Derivative Rights.
- 11.2 The payment and transfer of the full Purchase Price to the Vendor by the Purchaser's legal counsel.
- 11.3 Handing over of vacant possession of the Property by the Vendor to the Purchaser.

## **12.0 TERMINATION**

The Parties hereby covenants that,

- 12.1 That in the event the Commissioner of Lands, Registrar of Titles or TISEZA declines to grant consent or register transfer of the Property, that the Vendor shall instruct its legal counsel to process and follow up by applying all lawful means possible to obtain such consent from the Commissioner of Lands, Registrar of Titles or TISEZA;
- 12.2 That in the event the Commissioner of Lands or TISEZA continues to decline to grant consent or Registrar of Titles to register transfer of the Property, for reasons that are not caused by the Vendor, the Vendor shall reimburse the Purchaser all monies paid as part of the Purchase Price and in addition the Parties shall revert back to their original positions prior to execution of the Agreement.

## **13.0 EXPENSES**

Each party to this Agreement shall bear its respective expenses incurred in connection with the preparation, execution and performance of this Agreement and the Transaction contemplated therein, including all fees and expenses to agents, representatives, Counsels and Accountants. In the case of termination of this

Agreement, the obligation of each party to pay its own expenses shall be subject to any rights of such party arising from a breach of this Agreement by the other party.

#### **14.0 CONFIDENTIALITY**

The Parties shall:

- 14.1 Use the information only for the perfecting of the sale and transfer of the said Property.
- 14.2 Treat all the received information as private and confidential.
- 14.3 Not without the other party's prior written consent disclose the information to any person other than:
  - 14.3.1. It's assignees and successors who must be informed on any matter related to the sale;
  - 14.3.2. Lawyers or any other Professional Advisors acting for or on behalf of the other party for the purpose of the intended transaction;
  - 14.3.3. A Bank or any other financial institution from which the Purchaser may seek financial assistance for the purchase of the said Property;
  - 14.3.4. The Parties shall expressly inform all those mentioned above of the confidential nature of the said information; and
  - 14.3.5. In the case of the Purchaser only - its group companies and their representatives
- 14.4 Ensure that its advisers observe the terms of this Agreement and be responsible for any breach by such advisers.
- 14.5 Not to use any information directly or indirectly to procure a commercial advantage over the other party if the purchase does not proceed.

#### **15.0 DISPUTE RESOLUTION**

- 15.1 If any question of difference or claim or dispute arises between the parties hereto touching these presents or the construction thereof as to the rights, duties or obligations of the parties hereto or as to any matter arising out of or connected with the subject matter of these presents, the same shall be resolved mutually by the parties themselves.
- 15.2 If the mutual resolution shall fail, then the matter shall be referred to the Court of competent jurisdiction

**16.0 MISCELLANEOUS**

This Agreement;

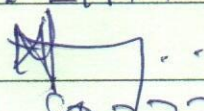
- 16.1 Does not form part of any other contract between the Vendor and the Purchaser or any other person whatsoever;
- 16.2 All matters arising from or in connection to this agreement shall be governed and construed in accordance with Tanzanian Laws; and
- 16.3 Has been executed by both parties in ultimate good faith and that the principle of utmost good faith fully applies in its enforcement and performance.
- 16.4 Written notice served under any provision in this Agreement shall be sent both by e-mail and by registered post and if sent or delivered to a party's known physical address shall have the same effect as sending or delivering it to that party.
- 16.5 This Agreement to sell will be executed in three counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

**IN WITNESS HEREOF**, the Parties hereto have executed this Agreement on the date and year first herein above written in the following manner: -

**SIGNED AND DELIVERED** at Dar es Salaam,  
by the said **OTTO MARK MOSHA**  
who is known to me personally/  
identified to me by .....  
this 14 day of 02 .....2026

}   
\_\_\_\_\_  
**VENDOR**

**BEFORE ME:**

Full Name: KHALIFA KIANGO  
Signature:   
Postal Address: 80223, DSM  
Qualification: ADVOCATE



SEALED by the COMMON SEAL  
of the said WORLDVU TANZANIA LIMITED  
on this ...14...day.....02..... of 2026.



**In our Presence:**

NAME: ...Fabio Mando.....  
ADDRESS: ...London.....  
SIGNATURE: .....  
DESIGNATION: ...Director.....

NAME: .....Joseph Lloyd.....  
ADDRESS: .....London.....  
SIGNATURE: .....  
DESIGNATION: .....Director.....

**DRAWN BY:**

ZENITH ATTORNEYS  
Plot No. 8, Block 46, Service Trade,  
Kijitonyama, Kinondoni Municipality  
Mpakani Centre Building, Suite No. F5.01,  
P.O. Box 35763,  
Dar es Salaam,  
Tanzania.