

DATED THE ..... DAY OF .....2022

LITUNALA NALOMBA NACHILEMBO  
AND

LITUNALA NALOMBA NACHILEMBO  
BUSEKO SUBILO MULENGA  
MUTENDE SALIFYA MULENGA  
LWITIKO LUBUTO MULENGA  
NACHIMVYA BUSUMA MULENGA

---

DEED OF MOETY RELATING TO L/23895/M LUSAKA

---

Per;

Messrs John Kayuni& Partners  
Plot no 16  
Independence way  
Opposite UCZ St Andrews Church  
NDOLA

**THIS INDENTURE** made the       day of       Two thousand and Twenty Two  
BETWEEN **LUTUNALA NALOMBA NACHILEMBO** of Lusaka in the Lusaka Province of the  
Republic of Zambia (hereinafter called "the Donor") of the one part and **LUTUNALA  
NALOMBA NACHILEMBO** to herself and trustee the minor childrens namely BUSEKO  
SUBILO MULENGA, MUTENDE SALIFYA MULENGA, LWITIKO LUBUTO MULENGA AND  
NACHIMVYA MULENGA **also of Lusaka** in the Lusaka province of Zambia (hereinafter called  
"the Donee") of the other part.

**WHEREAS**

1. By indenture of lease (thereinafter called "the Lease") dated the 6<sup>th</sup> day of May in the  
year 2013 between His Excellency the President of Zambia (hereinafter called the the  
President) of the one part and Elizabeth Phiri of Lusaka in Zambia the property described  
in the schedule were demised unto the lessee for the term of 99 years from the first day  
of March 2011.
2. Where as the donor is the biological mother to the done as evidenced by the birth  
certificate attached hereto.
3. WHERE AS the Donor have agreed with the donee to transfer the said land to herself and  
the the donee for the residue now unexpired of the term held by the donor in trust subject  
as herein before mentioned but otherwise free from encumbrances at nill consideration.
4. AND WHERE AS the necessary consent in writing has been duly obtained and property  
transfer tax exempted from payments by virtue of the provisions of section 6 of the  
Property Transfer Tax cap 340 of the laws of Zambia..

**NOW THIS INDENTURE WITNESS as follows:**

1. In pursuance of the said agreement and in consideration of natural love and affection the donor as beneficial owner **HEREBY TRANSFERS** unto herself to hold in trust for the donee and to the Donee **ALL AND SINGULAR** the property more particularly delineated and described in the schedule hereto **TO HOLD** the same together with the unexhausted improvements thereon unto the purchaser for the said unexpired residue of the said term created by the Lease subject as aforesaid and **SUBJECT TO** the rent reserved and the covenants conditions and stipulations in the said Lease.
2. The donee **HEREBY COVENANTS** with the donor that the donee its successors in the title and assigns will hence forth at all times hereafter save and keep the donor and his heirs and assigns indemnified from and against all proceedings costs claim damages and expenses whatsoever on account of any omission or any breach of any statutory impositions or restrictions hereinbefore referred to.
3. It is hereby certified that for the purpose of any duty payable the aggregate amount or value of the consideration of this transaction is nil.

**IN WITNESS** whereof the parties have hereunto set their hands and seal the day and year first before written .

**THE SCHEDULE HEREINBEFORE REFERRED TO:**

**ALL THAT** piece of land in extent of 2481 square metres more or less being Lot no 23895/M situate in Lusaka in the Lusaka province of Zambia which piece of land is more particularly delineated and described on diagram no.9854 of 2011 except and reserved all minerals oils and precious stones whatsoever upon or under the said land.

SIGNED SEALED AND DELIVERED BY)

The said **LITUNALA NALOMBA NACHILEMBO** )

In the presence of )

WITNESS

Name

Address

Signature

SIGNED SEALED AND DELIVERED BY)

The said **BUSEKO SUBILO MULENGA** )

In the presence of )

WITNESS

Name

Address

Signature SIGNED SEALED AND DELIVERED BY )

LITUNALA NALOMBA NACHILEMBO on behalf of )

mutende salifya mulenga,lwitiko lubuto mulenga )

and nachimvya busuma mulenga who are minor )

In the presence of )

WITNESS

Name

Address

Signature