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GOVERNMENT OF KERALA
e-Stamp

e-Stamp Serial Number : 202526000002798969

Verification Code : 285795733V

Govt. Reference No.(GRN) : KL019790336202526E
Purpose : Bond
Amount of Stamp Paper Purchased in Numeral : ₹ 5000
Amount of Stamp Paper Purchased in Words : Rupees Five Thousand
Stamp Paper Purchased on : 30/07/2025 16:55:15
First Party Name : LIORA CREST LLP
First Party Address : NO 3/11 THENGUVILA PUTHENVEEDU ALUMMODU
PO KLLAM 691577
Second Party Name : ANIL KUMAR S E
Second Party Address : SAROJA MANDIRAM ESTHAPPAN ANILKMAR
KODUVILA PO EAST KALLADA
Vendor Code & Name : 03022247 - BINDU R
Treasury Code & Name : 0302 - Sub TreasuryKollam

Bindu R
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STAMP VENDOR
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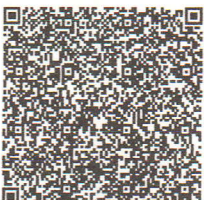
LIMITED LIABILITY PARTNERSHIP AGREEMENT

[As per Section 23(4) of LLP Act, 2008]

This Agreement of limited liability partnership made in THIRUVANANTHAPURAM on this 30TH Day of July 2025.

BETWEEN

1. Mr. SAROJAMANDIRAM ESTAPHAN ANIL KUMAR, aged 57 Years S/O. DANIEL ESTAPHAN R/O, SAROJA MANDIRAM, KODUVILA P O, EAST KALLADA, KOLLAM, PIN- 691502 having DIN – 11157362 which expression shall, unless it be repugnant to the subject or context thereof include his legal heirs, successors, executors, administrators, nominees and permitted assignee's, hereinafter referred to as the **FIRST PART**;



This can be verified by
https://www.estamp.treasury.kerala.gov.in/index.php/estamp_search using e-Stamp
Serial Number and Verification Code.

In case of any discrepancy, please inform the competent authority.

2. Mr. JOHN THARIYAN, aged 55 Years, S/O. THARIYAN YOHANNAN, R/O, THENGUVILA THEKKETHIL, CHERIYELA, ALUMMOODU, P.O KOTTAMKARA, KOLLAM, PIN- 691577 having DIN- 11157363 which expression shall, unless it be repugnant to the subject or context thereof include her legal heirs, successors, executors, administrators, nominees and permitted assignee's, hereinafter referred to as the **SECOND PART**;
3. Mr. PRAVEEN MATHEW, aged 44 Years, S/O. MATHAIKUTTY, R/O, THENGUVILA PUTHEN VEEDU, CHERIYELA, ALUMMOODU P.O, KOLLAM, PIN- 691577 having DIN- 11157364 which expression shall, unless it be repugnant to the subject or context thereof include her legal heirs, successors, executors, administrators, nominees and permitted assignee's, hereinafter referred to as the **THIRD PART**;

PARTIES OF FIRST, SECOND AND THIRD PART SHALL BE THE DESIGNATED PARTNERS

(ALL THE PARTIES SHALL BE COLLECTIVELY REFERRED TO AS PARTNERS)

NOW the parties of all the parts are interested in forming a Limited Liability Partnership under the Limited Liability Partnership Act, 2008 and that they intend to write down the terms and conditions of the said formation

INTERPRETATION:

In this Agreement unless the context otherwise requires:-

"Accounting Year" means the financial year as defined in the LLP Act, 2008.

"Act" or **"LLP Act"** means the Limited Liability Partnership Act, 2008.

"Business" includes every trade, profession service and occupation.

"Change" means a change in the constitution of the body of Partners or Designated Partners other than their admission afresh.

"Designated Partner" means any partner designated as such in accordance with the provisions of the LLP Act.

"LLP" means the limited liability partnership registered under the Limited Liability Partnership Act, 2008 and formed pursuant to this LLP Agreement.

"LLP Agreement" means this Agreement or any supplement thereof determining the mutual rights and duties of the partners and their rights and duties in relation to the LLP.

"Partner" means any person who becomes a partner in the LLP in accordance with this LLP Agreement and in accordance or conformity with the provisions of the LLP Act.

IT IS HEREBY AGREED BY AND BETWEEN THE PARTNERS HERETO AS FOLLOWS:

1. NAME

The Limited Liability Partnership shall be carried on in the name and style of **"LIORA CREST LLP"** (hereinafter referred to as **"the LLP"**)

2. OBJECTS

To develop, run and manage online and offline stores for the direct selling of groceries, food products, clothing and other related products in India and abroad.

REGISTERED OFFICE AND PLACE OF BUSINESS

The LLP shall have its registered office at **NO 3/11 THENGUVILA PUTHEN VEEDU ALUMMOODU P O KOLLAM PIN- 691577** as the principal place of business and/or at such other place or places as the Partners shall from time to time unanimously agree upon.

3. COMMENCEMENT AND DURATION

The LLP as constituted under this Deed shall be deemed to be have commenced on the day the Certificate of Incorporation is given by the Competent Authority and thereafter shall continue to operate in accordance with the provisions of the Limited Liability Partnership Act, 2008 and rules framed there under, until termination of this agreements with mutual consent of all the partners and in accordance with the Limited Liability Partnership Act, 2008 and rules framed there under to that effect.

4. LLP CAPITAL, PARTNERS' CONTRIBUTION AND LIABILITY

(a) The initial Contribution of the LLP shall be Rs. 10,00,000/- (Rupees TEN LAKHS Only) which shall be contributed by the partners in the following proportions:

SL	PARTY	AMOUNT
1	SAROJAMANDIRAM ESTAPHAN ANIL KUMAR	3,34,000/-
2	JOHN THARIYAN	3,33,000/-
3	PRAVEEN MATHEW	3,33,000/-
	TOTAL	10,00,000/-



- (b) If at any time after the commencement of the Partnership as LLP, any further capital shall be required for the purposes of the LLP, the same shall be additionally contributed by the then Partners in their capital contribution ratio unless otherwise agreed upon by all the then Partners.
- (c) The profit or loss of the LLP as disclosed by the profit and loss account, after adjusting partners remuneration shall be divided or borne by the partners in the following ratio

SL	PARTY	PERCENTAGE
1	SAROJAMANDIRAM ESTAPHAN ANIL KUMAR	33.4%
2	JOHN THARIYAN	33.3%
3	PRAVEEN MATHEW	33.3%
	TOTAL	100 %

- (d) The obligation of a Partner to contribute money or other property or benefit or to perform services to the LLP under this LLP Agreement shall be a debt due from the said Partner to the LLP. The liability of a partner or designated partner in relation to the LLP shall be as set out in the Act and in particular every partner shall indemnify the LLP for any loss caused to the LLP as a result of any fraud committed by such Partner in conduct of business of LLP. It is a condition of this Agreement that the LLP shall indemnify each Partner in respect of payments made and personal liabilities incurred by it (a) in the ordinary and proper conduct of business of the LLP, and (b) in or about anything necessarily done for the preservation of the business or property of the LLP.
- (e) This LLP Agreement along with the LLP's Certificate of Incorporation should be laid before a special general meeting of the Partners to be held within thirty (30) days of the LLP's registration/incorporation, and it shall be the responsibility of the Designated Partners of the LLP to comply with the same.
- (f) After the LLP's registration/incorporation, it may reimburse the Promoter-Partners the costs of promotion and registration, legal fees, cost of printing and stamp duties and all other direct costs at accruals according to the account rendered to the LLP by the Promoter-Partners, with the approval of the general meeting of Partners mentioned in (g) above.
- (g) All the assets owned by or belonging to the LLP including but not limited to the Intellectual Property Rights (IPRs) of whatever kind shall be the property of the LLP and no partner shall be entitled to use for itself any such property otherwise than as a client or customer.



- (h) No resolution or decision carried by a majority of Partners of the LLP shall be valid to be given effect to unless it includes the Partners being the original Parties hereto.

5. REMUNERATION

The LLP shall pay such remuneration to a Partner for rendering such services from time to time as may be decided by the majority of the partners for the time being of the LLP.

- a. It is hereby agreed that for attending the work of the LLP, they shall be entitled to remuneration in accordance with sec 40(a) and (b) of the Income Tax Act which is as under: -

On the first Rs. 3,00,000 of the book Profit computed as per the Income Tax Act	Rs. 1,50,000 or 90% of the Book Profit whichever is higher
On the balance of Book Profit	60% of the Book Profit in excess of Rs. 3,00,000

No Remuneration shall be paid if the same is mutually decided by the partners.

6. INTEREST ON CAPITAL

Interest at the rate of 12% per cent per annum on the capital contributed by each of the partners and standing to its credit as on the first day of each calendar month for the previous month out of the gross profits of the partnership business shall be credited in the respective accounts for each accounting year, and such interest shall be cumulative such that any deficiency in one accounting year shall be made up out of the gross profits of any succeeding accounting year or years. For this purpose, the accounting year shall be the twelve months from the first of April to the thirty-first of March next.

7. WITHDRAWAL OF LOANS

Every Partner may withdraw the loans advanced or deemed as advanced by it to the LLP business in accordance with the terms of such sums advanced or deemed as advanced from time to time, and if any such terms are fixed for any such loan amount, the partner may withdraw the same after serving a notice of 3 calendar months on the LLP demanding repayment.

8. BUSINESS TRANSACTIONS OF PARTNER WITH LLP

A Partner may lend money to and transact other business with the LLP, and in that behalf the Partner shall have the same rights and obligations with respect to the loans or other business transactions as a person who is not a Partner.

9. PARTNER'S DRAWINGS

Each Partner may draw out of the LLP funds as drawings from the credit balance of its capital account, subject to such drawls to be duly accounted for in each yearly settlement of account and division of profits or losses of the LLP at the end of each



financial year, and the same shall be duly adjusted to the actuals due to or from the LLP by refunds or further draws, as the case may be as required.

10. BOOKS OF ACCOUNTS

- (a) All funds of the LLP business shall be deposited in its name in such banking account or accounts maintained in such branch of such Bank as the partners may from time to time unanimously agree upon. All withdrawals are to be made by Cheques signed by any one of the Designated Partner.
- (b) All necessary books of account and other papers relating the affairs of the LLP as prescribed under the LLP Rules, 2008 pursuant to the provisions of the LLP Act 2008 shall be for the time being kept at the registered office of the LLP or at other place or places as mutually agreed upon by all the Partners, and regularly maintained on cash basis or accrual basis and according to double entry system of accounting with all books duly posted with entries arising from day to day transactions on any day so as to give a true and fair view of the state of affairs of the LLP. Such books of account shall not be removed from the designated place of business without the consent of all the Partners. Each Partner shall have access and be entitled for taking a copy or an extract of any books of account or related papers of the LLP or folio thereof during the working hours on each working day of the week.

11. INCOME TAX

The LLP shall only be responsible for payment on tax on the income less the interest and remuneration paid to the partners, respective partners, shall be individually responsible for income Tax on interest or remuneration paid to them by the LLP and the LLP or the other partners shall not be responsible for the same.

12. BANK ACCOUNTS

The LLP may open account with any bank / banks as may be decided by all the partners from time to time and the same shall be operated singly or jointly.

13. ADMISSION OF A PARTNER

- (a) No new partner shall be introduced without the consent of all the existing partners. Such incoming partner shall give its prior consent to act as Partner of the LLP.
- (b) The contribution of the incoming partner may be tangible, intangible, moveable or immoveable property
- (c) The profit or loss sharing ratio of the incoming partner will be in accordance with the mutual consent of the incoming and the existing partners of the LLP and such profit or loss sharing ratio shall be incorporated in the LLP Agreement as a modification and such modified Agreement or any supplement thereof shall be filed with the Registrar in consonance with the provisions of the LLP Act.



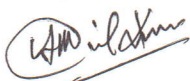
- (d) Persons admitted as partners shall duly comply with the provisions of the LLP Act and the LLP Rules & Forms, 2008 within a period of 15 days of such change in the composition.

14. RIGHTS OF PARTNER

- (a) All the partners hereto shall have the rights, title and interest in all the assets and properties in the said LLP in the proportion of their capital contribution.
- (b) Every partner has a right to have access to and to inspect and copy any books of the LLP.
- (c) Each of the parties hereto shall be entitled to carry on their own, separate and independent business as hitherto they might be doing or they may hereafter do as they deem fit and proper and other partners and the LLP shall have no objection thereto provided that the said partner has intimated the said fact to the LLP before the start of the independent business and moreover it shall not use the name of the LLP to carry on the said business.
- (d) If any partner shall advance any loan to the LLP over and above its due contribution to the capital of the LLP, then the same shall be debt due from the LLP to the partner advancing the same and shall carry simple interest at the rate of 15% per annum or any other rate decided by the partners unanimously from time to time.
- (e) LLP shall have perpetual succession. So, death, retirement or insolvency of any partner shall not dissolve the LLP.
- (f) On retirement of a partner, the retiring partner shall be entitled to full payment in respect of all its rights and interest in the LLP as herein provided. However, upon insolvency of a partner, its rights and interest in the LLP shall come to an end.

15. DUTIES OF PARTNERS

- (a) The Designated Partners shall be responsible for the doing of all acts, matters and things as are required to be done by the LLP in respect of compliance of the provisions of this Act including filing of any document, return, statement and the like report pursuant to the provisions of Limited Liability Partnership Act, 2008.
- (b) The Designated Partners shall be responsible for the doing of all acts arising out of this agreement.
- (c) LLP shall pay such remuneration to the Designated Partner as may be decided by the majority of the partners, for rendering his services as such.



- (d) LLP shall indemnify and defend its partners and other officers from and against any and all liability in connection with claims, actions and proceedings (regardless of the outcome), judgement, loss or settlement thereof, whether civil or criminal, arising out of or resulting from their respective performances as partners and officers of the LLP, except for the gross negligence or willful misconduct of the partner or officer seeking indemnification.

16. CESSATION OF EXISTING PARTNERS

- a. Partner may cease to be partner of LLP by giving a notice in writing of not less than thirty days to the other partners of his intention to resign as partner.
- b. No majority of Partners can expel any partner except in the situation where any partner has been found guilty of carrying of activity/business of LLP with fraudulent purpose.
- c. LLP Can be wounded up with the consent of all the partners subject to the provisions of Limited Liability Partnership Act 2008.

17. ACTS FORBIDDEN

Without the consent given in writing of the other Partners, no Partner while he/she is a Partner for the time being of the LLP shall -


- (a) Transfer, assign otherwise encumber its share in the assets or profits of the LLP;
- (b) Do any act that may conflict its interest with the interest of the LLP or any of its other Partners;
- (c) Lend any money or deliver upon credit any of the goods of the LLP to any person or persons whom the other Partners shall have previously in writing forbidden to trust;
- (d) Give any unauthorized security or promise for the payment of money on account on behalf of the LLP except in the ordinary course of its business;
- (e) Secure unauthorized surety or guarantee for anyone encumbering or otherwise charging or pledging the properties of the LLP;
- (f) Draw or accept or endorse unauthorisedly any bill of exchange or promissory note on LLP's account;
- (g) Remit the whole or part of any debt due to the LLP;
- (h) Lease, sell, pledge or do other disposition of any of the LLP's property otherwise than in the ordinary course of business;
- (i) Commit to buy or Sell any immovable property for the LLP;



- (j) Do any act or omission rendering the LLP liable to be wound up by the Tribunal;
- (k) Share business secrets of the LLP with outsiders;
- (l) Derive profits from any transaction of the LLP or from the use of its name, resources or assets or business connection by carrying on a business of the nature as competes with that of the LLP, and remain without accounting for the same to the LLP;
- (m) Submit a dispute relating to the LLP's business to arbitration;
- (n) Open a banking account on behalf of the LLP in its own name;
- (o) Commit to compromise or relinquish any claim in whole or in part of the LLP;
- (p) Withdraw a suit filed on behalf of the LLP;
- (q) Admit any liability in a suit or proceeding against the LLP;
- (r) Enter into any partnership or joint venture, float any subsidiary LLP or company with the LLP being the promoter or acquirer of interest or control.
- (s) The Partners of the LLP cannot provide attestation services in the name of the LLP.

18. MANAGEMENT OF THE LLP

- (a) The Designated Partners of the LLP shall be responsible both for business management in its entirety and compliance management under the LLP Act and this Agreement. The management of the LLP shall be carried on jointly by the Designated Partners as agreed upon mutually between them by themselves or otherwise and that they shall be answerable for the doing of all acts, matters and things as are required to be done by the LLP in respect of compliance of the provisions of the LLP Act, 2008.
- (b) The Partners may appoint more Designated Partners, provided all the Partners being Parties to this Agreement as originally made approve the names proposed.
- (c) The Designated Partners may by their unanimous decision delegate their powers to any one Designated Partner or any top-ranking officers of the LLP as they may consider fit or necessary in the management of the affairs of the LLP at any time or from time to time and similarly withdraw the same.
- (d) The Designated Partners shall be responsible for the doing of all acts, matters and things as are required to be done by the LLP in respect of compliance of the



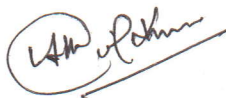
provisions of the LLP Act, 2008 including filing of any document, return, statement and the like report pursuant to the provisions of LLP Act, 2008.

- (e) The Designated Partners shall be responsible for the doing of all acts arising out of this LLP Agreement.
- (f) Banking arrangements for the LLP shall be as unanimously decided by the Designated Partners & Partners at any time and from time to time, subject to ensuring that all monies received be promptly paid into the LLP's banking account.
- (g) The Designated Partners of the LLP shall at all times –
 - i. Protect the property and assets of the LLP;
 - ii. Devote the whole of their attention to the said LLP business diligently and faithfully by employing themselves in it, and carry on the business for the greatest advantage of the LLP;
 - iii. Punctually pay their separate debts to the LLP, if any, duly and indemnify the LLP or other Partners towards charges, expenses or costs incurred to protect the assets of the LLP against any failure to do so; and
 - iv. Upon every reasonable request, inform the other Partners of all letters, writings and other things which shall come to their hands or knowledge concerning the business of the LLP.
- (h) The maximum number of Designated Partners appointed for the LLP shall be such as mutually agreed upon by the Partners being the original Parties hereto or as decided by the Designated Partners of the LLP unanimously at any time and from time to time not exceeding ten.
- (i) All contracting by way of placement of orders for supplies to the LLP shall be carried out only by the Designated Partners in the manner as mutually agreed upon between them at any time and from time to time.
- (j) No Designated Partner shall lend money or give credit to or have any dealings on behalf of the LLP with any person or company or LLP or other entity whose credit-worth is doubtful and who is forbidden due to former crisis of confidence confronted by the LLP in dealing with it.

19. RESTRICTIONS

All the matters specified below, except expulsion of any partner, shall require a unanimous decision of all the Partners present at a meeting of Partners duly called and held, excluding the Partner proposed to be expelled:

- i. Ratification of this LLP Partnership Agreement post-incorporation of the LLP;



- ii. Any alteration to this LLP Agreement;
- iii. The admission of new Partners;
- iv. Appointment of Designated Partner;
- v. Raising further capital,
- vi. Acceptance of Annual Accounts and Solvency and the Auditor's Report thereon;
- vii. Assignment and transfer of partnership rights, by the Partners in any way;
- viii. Any proposal of the LLP to make an application to the Central Government that the affairs of the LLP ought to be investigated;
- ix. Change of business;
- x. Any sale or merger or amalgamation of the LLP with another entity or the incidence of any extraordinary loss or jeopardy or 'waste' to the property of the LLP as defined in section 66 of the Transfer of Property Act, 1882, warranting the appointment of a Receiver; and
- xi. Winding up and dissolution of the LLP

20. MEETINGS

- (a) The meeting of the partners may be called by sending 7 days prior notice to all the partners at their residential address or by email at the Email ids provided by the individual Partners in writing. In case any partner is a foreign resident the meeting may be conducted by serving 15 days prior notice through email. Provided the meeting be called at shorter notice, if majority of the partners agrees in writing to the same earlier before or after the meeting.
- (b) All decisions of the Partners shall be taken at meetings called by a notice in writing or by circular resolutions in cases of urgency. Meetings in which all Partners are entitled to participate to deliberate and decide on the matters specified in 17(a) above shall be called General Meetings, and the meetings of the Designated Partners shall be called Executive Meetings. The matters discussed in the General Meeting of the Partners or the Meeting of the Designated Partners shall be decided by a resolution passed by a majority in the number of Partners or Designated Partners, and for this purpose, each Partner or each Designated Partner shall have one vote each irrespective of their capital contribution to the LLP's capital. .
- (c) The meeting of Partners shall ordinarily be held at the registered office of the LLP or at any other place as per the convenience of partners.
- (d) The decisions so taken in a General Meeting or an Executive Meeting shall be recorded in the Minutes within thirty days of such meetings and the same kept at the Registered Office of the LLP.
- (e) A resolution circulated in writing and signed by a majority of the Partners and/or Designated Partners, as the case may be, depending upon whether it is a



business to be transacted at a General Meeting or Executive Meeting, including the Partners who are the original Parties to this Agreement in every case, shall be deemed to be duly passed, the date of passing such circular resolution being the date of the signature of the person signing last.

21. INDEMNIFICATION

The LLP shall indemnify and defend its partners and other officers from and against any and all liability in connection with claims, actions and proceedings (regardless of the outcome), judgment, loss or settlement thereof, whether civil or criminal, arising out of or resulting from their respective performances as partners and officers of the LLP, except for the gross negligence or willful misconduct of the partner or officer seeking indemnification.

22. NOTICE

- (a) To the LLP – Any notice by the Partners to the LLP may be given by addressing to the LLP and leaving it at the registered office of the LLP.
- (b) To a Partner – Any notice to a Partner shall have been sufficiently given by the LLP or any other Partner by leaving it addressed to the said Partner at the registered office of the LLP or by sending the same by registered post to its usual or last known address.

23. PARTNERS AND LLP TO RATIFY THIS AGREEMENT TO BE BOUND

This agreement shall become valid to bind the LLP on its incorporation on it being ratified by all of its partners both for themselves and on behalf of the LLP in terms of section 23(3) of the LLP Act, 2008.

24. ARBITRATION

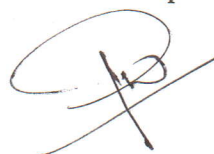
Any dispute arising out of this LLP or as to interpretations, operations or enforcement of the terms of this LLP between the partners or their legal representatives or between partners or and LLP shall be referred for adjudication to an arbitrator mutually agreed upon by the partners in writing whose decision shall be final and binding on all partners and their legal representative.

25. ALTERATION OR AMENDMENT

No alteration to or amendment or change in this LLP Agreement including any change of business of the LLP in terms of the LLP Act shall be valid unless it is reduced to writing as a Supplement to this Agreement duly accepted by every Partner of the LLP by itself or its legal representative(s), as on the relevant date of alteration, amendment or change.

26. GENERAL

In the event of the death of any Partner, the nominee designated by such Partner shall be admitted as a Partner in the LLP in place of the deceased Partner, subject to the provisions of the LLP Act, 2008. The nominee shall be entitled to all rights, obligations, and liabilities of the deceased Partner as per this Agreement. In the






absence of a nominee, the legal heir of the deceased Partner may be admitted to the LLP with the consent of the continuing Partners.

For matters not provided for in these presents, the provisions of the Limited Liability Partnership Act, 2008 and rules made thereunder will apply accordingly.

27. ENTIRE AGREEMENT, SEVERABILITY & WAIVER

- (a) The forgoing constitutes the entire agreement between the Parties hereto on the subject-matter.
- (b) If any part of this Agreement is held by any Court or authority of competent jurisdiction as void or without effect it shall be limited to that extent and be binding on all parties hereto at the relevant time as a severable part thereof with nothing to affect the rest of this Agreement.
- (c) A failure or a waiver of exercise of any right or power or benefits under this agreement by a Partner or Designated Partner or on their behalf shall not operate as a waiver of the same for ever during the term of this agreement nor any delayed exercise of any right or power or benefit by a Partner or Designated Partner or on their behalf under this Agreement deemed as a waiver.

In WITNESS WHEREOF the parties have put their respective signatures on this 30TH Day of JULY 2025:

SL	Name	DIN/ PAN	SIGNATURE
1	SAROJAMANDIRAM ESTAPHAN ANILKUMAR	11157362	
2	JOHN THARIYAN	11157363	
3	PRAVEEN MATHEW	11157364	

Date: 30/07/2025

Place: KOLLAM

Witness:

1. *SHERY JOHN*
CHENGUNILA THEKKETHIL
CHERIYELA, ALUMMOODY (P.O)
Kollam - 691577
Adda # - 8906 3985 0371
2. *RANI M. RAJU, CHENGUNILA PATTEN VEEDY*
CHERIYELA, ALUMMOODY (P.O), Kollam - 691577
Adda # 3504 0187 8766









