



Ladli Foundation

A National Award Winning Non-Profit

Ladli Foundation Trust established under The Indian Trusts Act, 1882 REGISTRATION NO: 100/Book No.4/Vol No3/Page [152-167; NITI AAYOG. DL/2016/0104748. At Ladli Foundation, we drive impactful social initiatives to ensure equitable healthcare, education, and life skills for vulnerable women.

Registered Office: C3, Qutub Institutional Area, Katwariya Sarai, New Delhi-10016: Tel.: 7289916846

SSE REGD.NO. NSESSENPO00156 PAN: AABTL0544P

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PUBLIC ISSUE BY OUR TRUST OF ZERO COUPON ZERO PRINCIPAL INSTRUMENTS OF FACE VALUE ₹ 1/- EACH ("ZCZP INSTRUMENTS"), AGGREGATING UP TO ₹ 9.71 CRORE ("ISSUE SIZE" AND SUCH PUBLIC ISSUE HEREINAFTER REFERRED TO AS THE "ISSUE") THROUGH THIS DRAFT PROSPECTUS AND THE PROSPECTUS. THE ISSUE IS BEING MADE PURSUANT TO THE PROVISIONS OF SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE OF CAPITAL DISCLOSURE REQUIREMENTS) REGULATIONS, 2018, AS AMENDED ("SEBI ICDR REGULATIONS"), READ WITH THE SEBI CIRCULAR DATED SEPTEMBER 19, 2022, BEARING REFERENCE NO. SEBI/HO/CFD/POD-1/P/CIR/2022/120 ("SSE FRAMEWORK CIRCULAR"), THE CIRCULAR ISSUED BY THE NATIONAL STOCK EXCHANGE OF INDIA LIMITED ("NSE") NOTIFYING THE NORMS FOR REGISTRATION, ISSUE AND LISTING OF ZCZP INSTRUMENTS BY NPOS ON NSE SOCIAL STOCK EXCHANGE AND CONTENTS OF THE DRAFT FUND-RAISING DOCUMENT/FUND RAISING DOCUMENT (COLLECTIVELY, "NSE NORMS"), AND THE DISCLOSURE REQUIREMENT UNDER SCHEME 1 OF THE SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE AND LISTING OF NON-CONVERTIBLE SECURITIES) REGULATIONS, 2021 ("SEBI NCS REGULATIONS"), THE TRUST REGISTRATION ACT, 1882 AND RULES MADE THEREUNDER, EACH AS AMENDED TO THE EXTENT NOTIFIED AND APPLICABLE

OUR FOUNDER MEMBER

Our Founder Member is Devendra Kumar; Email founder@ladlifoundation.com; Tel: +919810712350. For details of our Trustee, see "Our Trustee" on page 50 of this Draft Prospectus.

GENERAL RISKS

Investment in zero coupon zero principal instrument is risky, and investors should not invest any funds in such securities unless they can afford to take the risk attached to such investments. Investors are advised to take an informed decision and to read the risk factors carefully before investing in this Issue. For taking an investment decision, investors must rely on their examination of the Issue, including the risks involved in it. Specific attention of investors is invited to the chapters "Risk Factors" and "Material Developments" on pages 9 and 75, respectively of this Draft Prospectus. These risks are not, and are not intended to be, a complete list of all risks and considerations relevant to the ZCZP Instruments or investor's decision to purchase such securities.

COUPON RATE, COUPON PAYMENT FREQUENCY, REDEMPTION DATE, REDEMPTION AMOUNT & ELIGIBLE INVESTORS

The Issue, being an issue of zero coupon zero principal instrument in terms of Chapter X-A of the SEBI ICDR Regulations, there is no coupon rate, or redemption amount applicable, and consequently the coupon payment frequency, and redemption amount is not applicable. For further details relating to the ZCZP Instruments, including in relation to Eligible Investors of the ZCZP Instruments, please see "Issue Related Information" on page 82 of this Draft Prospectus. The Issue is not underwritten.

CREDIT RATING

The Issue, being an issue of zero coupon zero principal instrument in terms of Chapter X-A of the SEBI ICDR Regulations, there is no credit rating applicable.

LISTING

The ZCZP Instruments offered through the Draft Fund-Raising Document are proposed to be listed on the social stock exchange segment of NSE, being NSE Social Stock Exchange and NSE Social Stock Exchange shall be the Designated Stock Exchange. Our Company has received 'in-principle' approval from NSE vide their letter bearing number [●] dated [●]. A copy of this Final Fund-Raising Document will be filed with the RoC. For details of the material contracts and documents available for inspection, please see "Material Contracts and Documents for Inspection" beginning on page 114.


PUBLIC COMMENTS

The Draft Prospectus dated May 12, 2026, has been filed with the Stock Exchanges, pursuant to the provisions of the SEBI ICDR Regulations and is open for public comments for a period of 21 days (i.e., until 5:00 p.m. on [●]) from the date of filing of this Draft Prospectus with the Stock Exchanges. All comments on this Draft Prospectus are to be forwarded to the attention of the Trust Secretary and Compliance Officer of our Trust. All comments received on this Draft Prospectus will be suitably addressed prior to filing of the Prospectus with the Stock Exchanges and RoC.

REGISTRAR OF THE ISSUE

 **Bigshare Services Pvt. Ltd.**
BIGSHARE SERVICES PRIVATE LIMITED
S6-2, Pinnacle Business Park, Next to Ahura
Centre, Mahakali Caves Road, Andheri East,
Mumbai – 400093
Tel: +91 22 6232 8200
Facsimile: +91 22 6263 8299
Email: info@bigshareonline.com
Investor Grievance Email:
investor@bigshareonline.com
Website: www.bigshareonline.com
Contact Person: Mr. Vinayak Morbale
SEBI Registration No.: INR000001385
CIN: U99999MH1994PTC076534

ADVISOR TO THE ISSUE

 **PWS**
**PERFACT WORK SKILL INDIA PVT.
LTD.**
Add: 904-905, 9th Floor
Narain Manzil-23, Barakhamba Road
Connaught Place, Delhi- 110001
Mob: 9810516381, 8851124511
Contact Person: Amita Chandra
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STATUTORY AUDITOR

Ankit Thakur & Associates
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Email: - accounts@caankitthakur.com/
akassociates4013@gmail.com
Phone Number: 9990140054 / 011-
40810462
FRN: 558200

ISSUE PROGRAM**

Issue opens on: [●]

Issue closes on: [●]

** The Issue shall remain open for subscription on Working Days from 10 a.m. to 5 p.m. (Indian Standard Time) during the period indicated in the Prospectus, except that the Issue may close on such earlier date or extended date as may be decided by the Board of Trustee of our Trust, subject to relevant approvals. In the event of an early closure or extension of the Issue, our Trust may issue the notice to the prospective investors through an advertisement in an English national daily with wide circulation and a regional daily with wide circulation where the Registered Office of our Trust is located on or before such earlier or initial date of Issue closure. On the Issue Closing Date, the Application Forms will be accepted only between 10 a.m. and 3 p.m. (Indian Standard Time). For further details please refer to section titled "General Information" on page 17 of this Draft Prospectus. A copy of the Prospectus shall be filed with the Registrar of Trust RoC as per Indian Trust Act, 1882, along with the endorsed/certified copies of all requisite documents. For further details, please see "Material Contracts and Documents for Inspection" on page 114 of this Draft Prospectus.

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**SECTION I – GENERAL
DEFINITIONS AND ABBREVIATIONS**

This Draft Prospectus uses certain definitions and abbreviations which, unless the context otherwise indicates or implies, shall have the meaning ascribed to such definitions and abbreviations set forth herein. References to any legislation, act, regulation, rules, guidelines, clarifications or policies shall be to such legislation, act, regulation, rules, guidelines, clarifications or policies as amended, supplemented or re-enacted from time to time until the date of this Draft Prospectus, and any reference to a statutory provision shall include any subordinate legislation notified from time to time pursuant to such provision.

The words and expressions used in this Draft Prospectus but not defined herein shall have, to the extent applicable, the same meaning ascribed to such words and expressions under the SEBI ICDR Regulations, the SEBI NCS Regulations, the Indian Trust Act, 1882, the SCRA, the Depositories Act, NSE Norms and the rules and regulations notified thereunder.

General Terms

Term	Description
“Trust” or “the Issuer”	Ladli Foundation Trust, a Trust Registered under The Indian Trusts Act, 1882 and having its Registered Office at C3, Qutub Institutional Area, Katwariya Sarai, New Delhi 110016
Audited Financial Statements	The audited financial statements of our Trust for the financial years ended March 31, 2026, March 31, 2025 and March 31, 2024, along with the audit reports, issued by Ankit Thakur & Associates.
“we”, “us”, “our”	Unless the context otherwise indicates or implies the reference to other Trust, in data and during the relevant period / Fiscal/ Financial Year. to our Trust, as at and during the relevant period / Fiscal/ Financial Year.
AR	Annual Report of the Trust
Auditors or Statutory Auditors	Ankit Thakur & Associates, the statutory auditors of our Trust.
Board or Board of Trustee or our Board or our Board of Trustee	Board of Trustee of our Trust.
MOA or Memorandum or Memorandum of Association	Memorandum of Association of our Trust, as amended.
ECOSOC	United Nations Economic and Social Council

Issue Related Terms

Term	Description
Allotment Advice	The communication sent to the Allottees conveying the details of ZCZP Instruments allotted to the Allottees in accordance with the Basis of Allotment.
Allotment, Allot or Allotted	Unless the context otherwise requires, the allotment of ZCZP Instruments to the successful Applicants pursuant to the Issue.
Allottee(s)	The successful Applicant to whom the ZCZP Instruments are Allotted either in full or part, pursuant to the Issue.
Applicant or Investor	Institutional Investors and Non-institutional Investors, who apply for issuance and Allotment of ZCZP Instruments pursuant to the terms of this Draft Prospectus, the Prospectus, and the Application Form. For details of ineligible investors, please see “Issue Procedure” on page 82 of this Draft Prospectus.
Application	A physical application to subscribe to the ZCZP Instruments offered pursuant to the Issue by submission of a valid Application Form submitted to the Registrar.

Application Amount	The aggregate value of the ZCZP Instruments applied for, as indicated in the Application Form for the Issue, which shall not be lesser than 1000.
Application Form	Form in terms of which an Applicant shall make an offer to subscribe to ZCZP Instruments through the physical process which will be considered as the Application for Allotment of ZCZP Instruments in terms of this Draft Prospectus.
Basis of Allotment	The basis on which ZCZP Instruments will be allotted to applicants as described in “ <i>Issue Procedure – Basis of Allotment</i> ” on page 101 of this Draft Prospectus.
Client ID	Client identification number maintained with one of the Depositories in relation to the demat account.
Corporate Office of the Registrar	BIGSHARE SERVICES PRIVATE LIMITED, S6-2, Pinnacle Business Park, Next to Ahura Centre, Mahakali Caves Road, Andheri East, Mumbai – 400093
Deemed Date of Allotment	The date on which the Board of Trustee, approves the Allotment of the ZCZP Instruments for the Issue or such date as may be determined by the Board of Trustee. The actual Allotment of ZCZP Instruments may take place on a date other than the Deemed Date of Allotment.
Demographic Details	The demographic details of the Applicants such as their respective addresses, email, PAN, investor status, MICR Code and bank account detail.
Draft Prospectus	This Draft Prospectus dated May 12, 2026 issued in accordance with the SEBI ICDR Regulations, the NSE Norms and filed with the Stock Exchanges for receiving public comments in accordance with the provisions of the SEBI ICDR Regulations.
Escrow Account	Account to be opened with the Escrow Collection Bank.
Escrow Agreement	Agreement dated [●] to be entered into between the Issuer, the Registrar and the Escrow Collection Bank.
Escrow Collection Bank	The bank which is a clearing member and registered with SEBI as a banker to an issue under the Securities and Exchange Board of India (Bankers to an Issue) Regulations, 1994, and with whom the Escrow Account, in relation to the Issue, will be opened, in this case being [●].
Institutional Investors	<p>Shall mean any of the following eligible investors:</p> <ul style="list-style-type: none"> • a mutual fund, venture capital fund and alternative investment fund registered with SEBI; • a public financial institution; • a scheduled commercial bank; • a state industrial development corporation; • an insurance company registered with the Insurance Regulatory and Development Authority of India; • a provident fund with minimum corpus of twenty-five crore rupees; • a pension fund with minimum corpus of twenty-five crore rupees registered with the Pension Fund Regulatory and Development Authority established under sub-section (1) of section 3 of the Pension Fund Regulatory and Development Authority Act, 2013; • National Investment Fund set up by resolution no. F. No. 2/3/2005-DDII dated November 23, 2005 of the Government of India published in the Gazette of India; • insurance funds set up and managed by army, navy or air force of the Union of India; • insurance funds set up and managed by the Department of Posts, India; or • Systemically important non-banking financial Companies.
Issue	Public Issue by our Trust of zero coupon zero principal instruments of face value ₹ 1/-each, aggregating up to 9.71Crore (Nine Crore and Seventy-One lacs).
Issue Closing Date	As specified in the Draft Fund-Raising Document
Issue Opening Date	As specified in the Draft Fund-Raising Document.
Issue Period	The period between the Issue Opening Date and the Issue Closing Date inclusive of both days, during which prospective Applicants can submit their Application Forms.
Issue Size	Up to ₹ 9.71 Crore (Nine Crore and Seventy-One lacs).

Non-Institutional Investors	Any investor other than a retail individual investor and Institutional Investors, except for investors who are not eligible to invest in ZCZP Instruments. For further details, see “ <i>Issue Procedure</i> ” on page 82 of this Draft Prospectus.
Not for Profit Organization or NPO	Not for Profit Organization shall have the same meaning as prescribed under Regulation 292A(e) of the SEBI ICDR Regulations
Objects	Objects of this Issue as set out in the section titled “ <i>Objects of the Issue</i> ” on page 20 of this Draft Prospectus.
Offer Document	This Draft Prospectus, the Prospectus, and Application Form.
Register of ZCZP Instrumentholders	The register of ZCZP Instrument holders maintained by the Issuer and by the Depositories in case of ZCZP Instrument held in dematerialized form, and/or the register of ZCZP Instrument Holders maintained by the Registrar.
Registered Post	Registered post with acknowledgement due.
Registrar Agreement	Agreement dated [●] to be entered into between the Issuer and the Registrar under the terms of which the Registrar has agreed to act as the Registrar to the Issue.
SSE Framework Circular	SEBI circular dated September 19, 2022, bearing reference no. SEBI/HO/CFD/PoD-1/P/CIR/2022/120 on framework on social stock exchange.
Stock Exchanges	The social stock exchange segments of NSE being NSE Social Stock Exchange.
Transaction Documents	Transaction documents shall mean this Draft Prospectus, and the Prospectus, read with any notices, corrigenda, addenda thereto, Registrar Agreement, Escrow Agreement, Tripartite Agreements executed or to be executed by our Trust, as the case may be. For further details please see the section titled, “ <i>Material Contracts and Documents for Inspection</i> ” on page 114 of this Draft Prospectus.
Tripartite Agreements	Tripartite Agreement dated [●] to be entered into between our Trust, the Registrar to the Issue and NSDL and Tripartite Agreement dated [●] to be entered into between our Trust, the Registrar to the Issue and CDSL for offering demat option to the ZCZP Instrument Holders.
Under-subscription	Subscription of the ZCZP Instruments less than 50% of the Issue Size.
Willful Defaulter(s)	Willful defaulter shall have the same meaning as under regulation (2) (1) (III) of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018.
Working Days	Working days means all days on which commercial banks in Mumbai are open for business. In respect of announcement or issue period, working day shall mean all days, excluding Saturdays, Sundays and public holidays, on which commercial banks in Mumbai are open for business. Further, in respect of the time period between the issue closing date and the listing of the ZCZP Instruments on the Stock Exchanges, working day shall mean all trading days of the Stock Exchanges for ZCZP Instruments, excluding Saturdays, Sundays and bank holidays, as specified by SEBI.
ZCZP Instruments	Zero coupon zero principal instruments as notified in terms of the notification dated July 15, 2022 issued by the Ministry of Finance.
ZCZP Instrument Holder(s)	The holders of the ZCZP Instruments whose name appears in the database of the Depository and/or the register of ZCZP Instrument Holders (if any) maintained by our Trust if required under applicable law.

Conventional and General Terms or Abbreviations

Term/Abbreviation	Description/Full Form
“₹”, “Rupees”, “INR” or “Indian Rupees”	Indian Rupees.
Board Meeting	Trust Board Meeting
AIF	An alternative investment fund as defined in and registered with SEBI under the Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012 as amended from time to time.
CDSL	Central Depository Services (India) Limited.
Depositories	CDSL and NSDL.
Depositories Act	Depositories Act, 1996, read with the rules, regulations, amendments and modifications notified thereunder.
DIN	Director Identification Number.

-DP ID	Depository Participant's Identification.
DP or Depository Participant	Depository Participant as defined under the Depositories Act, 1996.
Financial Year, Fiscal or FY or for the Fiscal Year ended	Unless stated otherwise, the period of 12 months commencing on April 1 of the immediately preceding calendar year and ending March 31 of that particular calendar year.
GOI or Government or Central Government	Government of India.
HUF	Hindu Undivided Family.
ITI	Industrial Training Institute
India	Republic of India.
NACH	National Automated Clearing House.
N/A or N.A.	Not applicable.
NEFT	National Electronic Fund Transfer.
NSDL	National Securities Depository Limited.
NSTI	National Skill Training Institute
NSE	National Stock Exchange of India Limited.
NSE Norms	Norms for issue and listing of ZCZP Instruments by NPOs on NSE Social Stock Exchange and contents of the draft fund-raising document/fund raising document.
NSE Social Stock Exchange	Social stock exchange segment of NSE.
PAN	Permanent Account Number.
RTGS	Real Time Gross Settlement.
SCRA	Securities Contracts Regulation Act, 1956, as amended.
SCRR	Securities Contracts (Regulation) Rules, 1957, as amended.
SEBI	Securities and Exchange Board of India.
SEBI Act	Securities and Exchange Board of India Act, 1992, as amended.
SEBI ICDR Regulations	Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time.
SEBI Listing Regulations	Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended.
SEBI NCS Regulations	Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 and circulars issued thereunder, as amended from time to time.
State Government	The government of a state in India.
Stock Exchanges	NSE Social Stock Exchange.
Year or Calendar Year	Unless the context otherwise requires, shall mean the 12 month period commencing from January 1 and ending on December 31.

Notwithstanding the foregoing, the terms defined as part of "General Information", "Risk Factors", "Key Provisions of Articles of Association", "Financial Information" and "Other Regulatory and Statutory Disclosures" on pages 9, 103, 58 and 78, respectively of this Draft Prospectus shall have the meaning ascribed to them as part of the aforementioned sections.

CERTAIN CONVENTIONS, USE OF FINANCIAL, INDUSTRY AND MARKET DATA AND CURRENCY OF PRESENTATION

Certain Conventions

All references to “India” contained in this Draft Prospectus are to the Republic of India and its territories and possessions and all references herein to the “Government”, “Indian Government”, “GOI”, “Central Government” or the “State Government” are to the Government of India, central or state, as applicable.

Unless otherwise specified, any time mentioned in this Draft Prospectus is in Indian Standard Time (“IST”). Unless indicated otherwise, all references to a ‘year’ in this Draft Prospectus are to a calendar year.

Unless stated otherwise, all references to page numbers are to the page numbers of this Draft Prospectus.

Presentation of Financial Information

Our Trust’s financial year commences on April 1 of the immediately preceding calendar year and ends on March 31 of that particular calendar year, so all references to a particular financial year or fiscal are to the 12 -month period commencing on April 1 of the immediately preceding calendar year and ending on March 31 of that particular calendar year. Unless the context requires otherwise, all references to a year in this Draft Prospectus are to a calendar year and references to a Fiscal/Fiscal Year are to the fiscal year ended on March 31 of that calendar year.

Our Trust’s Audited Financial Results for the Fiscal Years ended March 31, 2026, March 31, 2025, and March 31, 2023, have been prepared in accordance with Indian GAAP and have been audited by Ankit Thakur & Associates and are included in the section titled “*Financial Information*” on page 58 of this Draft Prospectus.

Currency and Unit of Presentation

All references to “Rupees” or “₹” or “INR” or “Rs.” are to Indian Rupee, the official currency of the Republic of India.

Except where stated otherwise in this Draft Prospectus, all figures have been expressed in crore. The word ‘lakhs/lacs/lac’ means ‘one hundred thousand’ and ‘crore/crs’ means ‘ten million’ and ‘billion/bn.’ means ‘one hundred crores.

General Risk

Investment in zero coupons zero principal instruments is risky, and investors should not invest any funds in such securities unless they can afford to take the risk attached to such investments. Investors are advised to take an informed decision and to read the risk factors carefully before investing in this offering. For taking a subscription decision, investors must rely on their examination of the issue including the risks involved in it.

Specific attention of investors is invited to statement of risk factors contained under section “*Risk Factors*” on page 9 of this Draft Prospectus. These risks are not, and are not intended to be, a complete list of all risks and considerations relevant to the ZCZP Instruments or investor’s decision to purchase such securities

FORWARD LOOKING STATEMENTS

Certain statements contained in this Draft Prospectus that are not statements of historical fact constitute “forward-looking statements”. Investors can generally identify forward-looking statements by terminology such as “aim”, “anticipate”, “believe”, “continue”, “could”, “estimate”, “expect”, “intend”, “may”, “objective”, “plan”, “potential”, “project”, “pursue”, “shall”, “seek”, “should”, “will”, “would”, or other words or phrases of similar import. Similarly, statements that describe our strategies, objectives, plans or goals are also forward-looking statements. All statements regarding our expected financial conditions, results of operations and prospects are forward-looking statements. These forward-looking statements include statements as to matters discussed in this Draft Prospectus that are not historical facts. All forward-looking statements are subject to risks, uncertainties and assumptions about us that could cause actual results to differ materially from those contemplated by the relevant forward-looking statement. Important factors that could cause actual results, including our financial conditions and results of operations to differ from our expectations include, but are not limited to, the following:

- Reduction or discontinuation in the donations or grants received by us;
- Changes in applicable law governing corporate social responsibility policies;
- Termination or delay in implementation of our arrangements with State Governments;
- Failure to retain and attract professionals; and
- Impact of the COVID-19 pandemic or the outbreak of any new pandemic on our business and operations. For further discussion of factors that could cause our actual results to differ, see “*Risk Factors*” on page 9 of this Draft Prospectus.

All forward-looking statements are subject to risks, uncertainties and assumptions about our Trust that could cause actual results and valuations to differ materially from those contemplated by the relevant statement. The forward-looking statements contained in this Draft Prospectus are based on the beliefs of management, as well as the assumptions made by and information currently available to management. Although our Trust believes that the expectations reflected in such forward-looking statements are reasonable at this time, it cannot assure investors that such expectations will prove to be correct or will hold good at all times. Given these uncertainties, investors are cautioned not to place undue reliance on such forward-looking statements.

Neither our Trust, its Trustee, its key managerial staff, and officers, nor any of their respective affiliates have any obligation to update or otherwise revise any statements reflecting circumstances arising after the date hereof or to reflect the occurrence of underlying events, even if the underlying assumptions do not come to fruition.

SECTION II – RISK FACTORS

The following are the risks envisaged by the management of our Trust which relate to our Trust, the ZCZP Instruments. Potential investors should carefully consider all the risk factors stated in this Draft Prospectus in relation to the ZCZP Instruments for evaluating our Trust and the ZCZP Instruments before making any investment decision. Our Trust believes that the factors described below represent the principal risks inherent in investing in the ZCZP Instruments but such risks are not exhaustive. Potential investors should also read the detailed information set out elsewhere in this Draft Prospectus and reach their own views prior to making any investment decision.

If any one of the following stated risks actually occurs, our Trust's business, financial conditions and results of operations could suffer. These risks and uncertainties are not the only issues that our Trust faces. Additional risks and uncertainties not presently known to our Trust or that our Trust currently believes to be immaterial may also have a material adverse effect on its financial condition or business. Unless specified or quantified in the relevant risk factors, our Trust is not in a position to quantify the financial or other implications of any risk mentioned herein below.

Internal Risk Factors

1. Financial Sustainability Risk: Dependency on Limited Funding Sources

Risk Description: LADLI FOUNDATION TRUST reliance on a limited number of funding sources, such as grants and donations, poses a risk to its financial sustainability. Any disruption or reduction in these funding streams could impact the organization's ability to carry out its programs and initiatives effectively, Jeopardizing its mission of community mobilization, training, workshop to the rural and tribal women on climate resilience agricultural practices for sustainable development, integrated value chain development, women empowerment & entrepreneurship for supporting livelihood development initiatives for the beneficiaries.

Mitigation Strategy: LADLI FOUNDATION TRUST has developed a diversified funding strategy, leveraging grants, corporate partnerships, individual donations, and earned income opportunities. This approach reduces reliance on any single funding source, creating a more stable financial Trust. Strong financial management practices are already in place to ensure efficient resource use. Additionally, LADLI FOUNDATION TRUST actively advocates for increased government funding for our programs.

2. Human Resource Limitations for Extensive Outreach Risk:

Risk Description: Human limited resources, such as funding and staff availability, pose challenges in reaching Beneficiaries in remote or underserved areas. This constraint may restrict the geographic scope and frequency of outreach campaigns, resulting in reduced awareness of LADLI FOUNDATION TRUST's programs among Beneficiaries in these areas.

Mitigation Strategy: LADLI FOUNDATION TRUST explores innovative outreach strategies to overcome resource limitations and extend its reach. LADLI FOUNDATION TRUST disseminates program information to its specific segment of rural and tribal women by reaching out to them personally.

Conducting training workshops for local community leaders empowers them to act as advocates for LADLI FOUNDATION TRUST's programs within their communities. Diversifying funding sources by seeking grants from various public and private donors and highlighting the program's impact in underserved areas secures additional resources for outreach initiatives. This multifaceted approach ensures that LADLI FOUNDATION TRUST maximizes its outreach efforts while optimizing resource utilization.

3. Potential Dependence on Trustee of the Governing Board

Risk Description: In the future, the entity may become overly reliant on Trustee of the governing board, posing a risk to the organization's stability and continuity. The loss or departure of key board Trustee could disrupt the entity's operations and decision-making processes.

Mitigation Strategy: We have implemented a succession planning process to ensure a smooth transition in the event of a board member's departure. Additionally, we have diversified our governance structure by keeping board Trustee and the Founder & CEO separate with diverse skills and expertise to reduce our dependence on any single individual.

4. **Monitoring and Potential Changes in the Board of the Working of the Trust**

Risk Description: In the future, changes in the board of the working of the Trust may pose a risk to the entity's operations and decision-making processes. The introduction of new board Trustee or changes in the board's composition could disrupt the entity's operations and decision-making processes.

Mitigation Strategy: We have established a robust governance framework that ensured continuity and stability in the event of changes in the board of the working of the Trust. We have also implemented a comprehensive onboarding process for new board Trustee to ensure a smooth transition and minimize disruptions to the entity's operations.

5. **Monitoring and Evaluation Risk: Ensuring Effective Program Assessment**

Risk Description: Inadequate monitoring and evaluation practices pose a risk to LADLI FOUNDATION TRUST's ability to assess the effectiveness and impact of its programs accurately. Without clear and measurable program objectives and robust evaluation frameworks, the Trust may struggle to demonstrate the value of its work and make informed decisions about program improvements and resource allocation.

Mitigation Strategy: LADLI FOUNDATION TRUST has developed clear and measurable program objectives with specific indicators to track progress and assess impact effectively. Utilizing a combination of quantitative and qualitative data collection methods, such as surveys, interviews, and focus groups, provides a comprehensive understanding of program outcomes and beneficiaries' experiences. Regularly reviewing and revising monitoring and evaluation frameworks based on feedback and lessons learned ensures their relevance and effectiveness in capturing program outcomes accurately. Sharing evaluation results with stakeholders, including donors, partners, and beneficiaries, demonstrates the value and impact of LADLI FOUNDATION TRUST's work, building Trust and support for its programs.

6. **Program Fidelity Risk: Maintaining Consistency in Program Delivery**

Risk Description: Inconsistent program delivery across different locations or by different staff Trustee poses a risk to the fidelity and effectiveness of LADLI FOUNDATION TRUST's programs. Without standardized procedures and quality control measures, variations in program implementation may compromise the integrity and impact of the Trust's interventions.

Mitigation Strategy: LADLI FOUNDATION TRUST prioritizes program fidelity by standardizing program delivery through detailed manuals, training materials, and quality control procedures. Regular program audits and performance evaluations identify areas for improvement, ensuring consistency in implementation. Ongoing coaching and support to staff enhance their capacity to deliver programs effectively. Fostering a culture of continuous improvement encourages staff to share feedback, driving innovation and excellence in program delivery.

7. **Data Security and Privacy Risk: Unauthorized Access to Personal Information**

Risk Description: The collection and storage of personal data on Beneficiaries expose LADLI FOUNDATION TRUST to the risk of unauthorized access. A breach in data security could result in the exposure of sensitive information, leading to privacy violations, identity theft, or other malicious activities.

Mitigation Strategy: LADLI FOUNDATION TRUST implements robust data security measures, including encryption technologies, firewalls, and access controls, to safeguard personal information. Regular security audits and vulnerability assessments identify and address potential weaknesses. Staff receives comprehensive training on data security best practices. Clear policies and procedures for incident response and breach notification minimize the impact of security incidents and ensure compliance with applicable regulations.

8. **Regulatory Compliance Risk: Non-compliance with any law**

Risk Description: LADLI FOUNDATION TRUST may face risks associated with non-compliance with respect to any law applicable during the process of providing training the beneficiaries. Failure to adhere to legal requirements could result in fines, penalties, or legal action, damaging the organization's reputation and undermining its mission.

Mitigation Strategy: LADLI FOUNDATION TRUST conducts regular reviews of relevant laws and regulations governing the training to tribal women to ensure full compliance. Designated staff Trustee monitor changes in legislation and update policies and procedures accordingly. Training programs on legal compliance are provided to staff involved in program delivery, fundraising, and administration. Channels for receiving and addressing complaints or grievances related to discrimination or rights violations are established to demonstrate accountability and transparency.

9. **Stakeholder Engagement Risk: Lack of Community Support and Collaboration**

Risk Description: Insufficient engagement with key stakeholders, including Beneficiaries, their families, local communities, and partner organizations, poses a risk to the success and sustainability of LADLI FOUNDATION TRUST's programs. Without active involvement and support from stakeholders, the Trust may struggle to address the diverse needs and priorities of its beneficiaries and achieve its mission effectively.

Mitigation Strategy: LADLI FOUNDATION TRUST prioritizes stakeholder engagement as a fundamental aspect of its program planning and implementation. It establishes regular communication channels, such as community forums, focus groups, and advisory committees, to facilitate meaningful dialogue and collaboration. Input and feedback from Beneficiaries and their families are invited at every level during the training program to ensure responsiveness to their needs. Collaboration with local organizations, government agencies, and community leaders leverages existing resources and expertise. Recognizing and celebrating the contributions of stakeholders fosters a sense of ownership and pride in the achievements of LADLI FOUNDATION TRUST's programs.

10. **Reputation Risk: Negative Public Perception or Media Scrutiny**

Risk Description: LADLI FOUNDATION TRUST is exposed to the risk of negative public perception or media scrutiny, which could arise from allegations of misconduct, mismanagement, or failure to deliver on its mission. Damage to the organization's reputation could erode public Trust, deter donors and partners, and impede its ability to attract funding and support.

Mitigation Strategy: LADLI FOUNDATION TRUST prioritizes transparency, accountability, and ethical conduct in all its activities to safeguard its reputation and credibility. Robust governance and risk

management practices are implemented to prevent and mitigate reputational risks. Clear codes of conduct and ethical guidelines are established for staff, volunteers, and board Trustee to ensure adherence to high standards of integrity. Proactive communication with stakeholders and the public about

LADLI FOUNDATION TRUST's mission, impact, and achievements builds Trust and credibility. Crisis communication plans and protocols for responding to negative publicity enable LADLI FOUNDATION TRUST to address issues promptly and transparently, minimizing reputational damage.

11. **Programmatic Risk: Ineffective Program Design or Implementation**

Risk Description: LADLI FOUNDATION TRUST faces the risk of ineffective program design or implementation, which could result in limited impact, poor outcomes, or unintended consequences for beneficiaries. Factors such as inadequate needs assessment, insufficient stakeholder engagement, or lack of capacity may contribute to programmatic risks.

Mitigation Strategy: LADLI FOUNDATION TRUST invests in comprehensive program planning and design processes that prioritize the identification of beneficiaries' needs, setting clear objectives, and developing evidence-based interventions. Stakeholders, including Beneficiaries, their families, and local communities, are engaged in the program design phase to tailor services to their preferences and priorities. Robust monitoring and evaluation mechanisms throughout the program cycle provide timely feedback on effectiveness and identify areas for improvement. Flexibility and adaptability in program design allow for adjustments based on emerging needs or changing circumstances. Regular review and reflection on outcomes inform strategic decision-making and enhance the relevance and effectiveness of LADLI FOUNDATION TRUST's initiatives.

12. **Partnership Risk: Dependence on Unreliable or Uncommitted Partners**

Risk Description: LADLI FOUNDATION TRUST carries out its activities on its own except that it relies on corporate sponsors, to support its programs and initiatives. Therefore, The Trust doesn't face the risk of dependence on unreliable or uncommitted partners, which could result in delays, disruptions, or failure to achieve program objectives.

Mitigation Strategy: As stated above, LADLI FOUNDATION TRUST conducts its programs without entering into partnerships with other NGOs or partners and thus there is no risk on this account.

13. **Technology Risk: Vulnerability to Cyber Threats or System Failures**

Risk Description: LADLI FOUNDATION TRUST reliance on technology for data management, communication, and program delivery is minimal. However, a breach in data leakage may disrupt operations, or undermine the Trust and confidence of stakeholders.

Mitigation Strategy: LADLI FOUNDATION TRUST prioritizes cyber security measures to protect its IT infrastructure, networks, and data assets from potential threats and vulnerabilities. Since, the dependability on cyber systems and other IT related issues is negligible in our case; we don't foresee any issue in managing the risk associated with it.

14. **Risks Associated with Non-Utilization of Funds: A Threat to Achieving Social Impact**

Risk Description: There is a risk that the funds raised may not be utilized as planned due to various factors, including changes in project requirements, external circumstances, or unforeseen challenges. As the deployment of the funds is based on management estimates and has not been independently appraised, there is a risk that the actual utilization of the funds may differ from the planned utilization. This may result in delays or changes to the planned project expenditure and funding requirements.

Mitigation Efforts: LADLI FOUNDATION TRUST has established a robust project monitoring and evaluation system to track the progress of its projects and ensure that funds are utilized as planned. LADLI FOUNDATION TRUST has a strong focus on transparency and accountability, and regularly reports on its project activities and financials to its stakeholders. Further, it is crucial to note that LADLI FOUNDATION

TRUST has already implemented such programs and has good exposure in handling such programs without facing any issues and will be able to utilize its funds proactively.

15. Governance Risk: Lack of Board Oversight and Governance Controls

Risk Description: Inadequate board oversight or governance controls may expose LADLI FOUNDATION TRUST to risks related to conflicts of interest, ethical breaches, or mismanagement of resources. Weak governance practices could undermine organizational integrity, accountability, and stakeholder Trust.

Mitigation Strategy: LADLI FOUNDATION TRUST has strengthened its governance framework by establishing clear roles, responsibilities, and expectations for board Trustee and senior leadership. Robust governance policies, procedures, and codes of conduct have been implemented to promote ethical behavior, transparency, and accountability. Regular board evaluations and performance assessments are conducted to identify areas for improvement and enhance governance effectiveness. Board Trustee with diverse skills, expertise, and backgrounds have been recruited to bring fresh perspectives and strengthen governance oversight. Ongoing training and support on governance best practices and fiduciary responsibilities are provided to board Trustee to enhance their capacity to fulfill their roles effectively.

16. Compliance Risk: Failure to Meet Reporting and Regulatory Requirements

Risk Description: LADLI FOUNDATION TRUST may face compliance risks associated with failure to meet reporting obligations or regulatory requirements imposed by government agencies, funding bodies, or industry standards. Non-compliance could result in penalties, loss of funding, or reputational damage.

Mitigation Strategy: LADLI FOUNDATION TRUST has established robust compliance management systems to track and monitor regulatory requirements, deadlines, and reporting obligations. Designated staff Trustees are responsible for ensuring the timely submission of reports and documentation to relevant authorities. Internal controls, audit procedures, and quality assurance mechanisms have been implemented to verify compliance with regulatory standards and identify areas of non-compliance. Periodic reviews and assessments conducted by external auditors or consultants provide independent validation of compliance efforts and identify opportunities for improvement. Open communication channels with regulatory agencies, funders, and stakeholders facilitate proactive dialogue and resolution of compliance issues.

17. Intended Outcome for the Programs Not Achieved:

Risk Description: There is a risk of failing to achieve desired program outcomes and objectives, which could impact the organization's mission of empowering Beneficiaries. While there have been limited instances where program targets were not fully met, the potential impact includes decreased beneficiary satisfaction, diminished program impact, and potential loss of funding or support.

Mitigation Strategy: The organization actively implements adaptive management strategies, setting realistic and achievable program goals based on thorough needs assessments. Regular progress monitoring allows for timely adjustments to address emerging challenges. Stakeholder engagement in program design and evaluation ensures alignment with community needs and priorities, enhancing program effectiveness and sustainability.

18. Risk Related to Foreign Contributions/Donations Received by the Organization:

Risk Description: The organization faces a risk related to the reliance on foreign contributions/donations, which may be subject to fluctuations due to changes in international regulations, currency exchange rates, or geopolitical factors. While past instances have shown consistent support from foreign donors, there is a quantifiable risk of funding volatility, which could disrupt program implementation and financial stability.

Mitigation Strategy: The organization actively diversifies its funding sources by seeking support from a mix of domestic and international donors. Long-term partnerships with foreign donors and currency hedging strategies are implemented to mitigate the impact of currency fluctuations. Transparent communication with donors and alignment with their funding priorities enhance donor confidence and support sustainability.

19. Deficiency in Programs:

Risk Description: There is a risk of program deficiencies, such as inadequate service delivery, outdated curriculum, or ineffective interventions, which may compromise the organization's ability to achieve its mission. While past instances of program deficiencies have been addressed through program evaluations and feedback mechanisms, the risk remains quantifiable, with potential consequences including decreased beneficiary outcomes and stakeholder Trust.

Mitigation Strategy: The organization prioritizes continuous monitoring and evaluation of its programs to identify areas for improvement and address deficiencies promptly. Stakeholder engagement in program design and evaluation ensures programs remain responsive to evolving needs. Staff training and capacity building enhance program delivery and implementation, contributing to program effectiveness and impact.

20. Effect on the Object of the Issue if the Entire Issue is Not Subscribed:

Risk Description: There is a risk that the organization may fail to achieve the intended objectives for proposed funding initiatives, which could impact program implementation and organizational sustainability. Past instances have shown that incomplete funding objectives may result in delayed project timelines, reduced scope, or discontinuation of planned activities. The quantification of this risk includes potential financial losses, missed opportunities for impact, and reputational damage.

Mitigation Strategy: The organization conducts thorough feasibility studies and project planning to align funding objectives with program goals. Contingency plans and alternative funding strategies are developed to mitigate the impact of incomplete funding and ensure continued program delivery. Transparent communication with stakeholders about funding progress and potential risks maintains Trust and support throughout the fundraising process. Moreover, it is a scalable program which can be reduced or increased based on the availability of funds.

21. Unintended Consequences of the NPO's Work and Proposed Mitigation Strategies:

Risk Description: The NPO acknowledges the potential for unintended consequences arising from its work, including dependency on services, social stigmatization, and environmental impact. Past instances have demonstrated unintended consequences such as unintended beneficiaries & displacement of local initiatives.

Mitigation Strategy: The NPO implements measures such as conducting thorough impact assessments, soliciting feedback from stakeholders, and implementing safeguards to minimize negative outcomes. Engaging with affected communities, incorporating participatory approaches, and prioritizing sustainability and ethical considerations in program design are integral to mitigating unintended consequences. Collaboration with local partners, adherence to best practices, and continuous learning and adaptation are essential for responsible and sustainable interventions.

22. Non-Utilization of Funds Raised Through the Issue:

Risk Description: There is a risk associated with the non-utilization of funds raised through the issue as per the disclosure made in the Fund-Raising Document. Failure to utilize funds effectively and efficiently may result in missed opportunities for impact, financial losses, and reputational damage.

Mitigation Strategy: Developing detailed project budgets, establishing accountability mechanisms, and adhering to regulatory requirements ensure proper fund allocation and utilization. Regular audits, internal controls, and oversight mechanisms further strengthen financial governance and mitigate the risk of non-utilization of funds.

23. Risks Associated with Consumer Preferences:

Risk Description: The NPO recognizes the risk associated with shifts in consumer preferences, which may impact demand for its programs, services, or products. Changes in consumer behavior, market trends, or societal values can influence the relevance, effectiveness, and sustainability of the NPO's offerings.

Mitigation Strategy: The NPO mitigates this risk by conducting market research, staying informed about consumer trends, and adapting its programs or services accordingly. Engaging with beneficiaries, stakeholders, and target audiences through feedback mechanisms, surveys, and focus groups provides valuable insights into changing preferences and needs. Flexibility, innovation, and responsiveness allow the

NPO to adjust its offerings, messaging, and delivery methods to align with evolving consumer preferences. Building brand resilience, investing in marketing and outreach efforts, and fostering a culture of continuous improvement help mitigate the risk of consumer preference shifts and ensure long-term relevance and sustainability.

24. Financial Fraud and Mismanagement Risks:

Risk Description: The NPO faces risks related to financial fraud, mismanagement, or misuse of funds, which could result in financial losses, legal liabilities, and reputational harm. Instances of fraud, embezzlement, or misappropriation of funds can erode donor Trust, damage organizational credibility, and jeopardize the NPO's ability to fulfill its mission. Past instances have highlighted financial fraud risks such as inadequate internal controls, lack of segregation of duties, or fraudulent activities by staff or volunteers.

Mitigation Strategy: The NPO mitigates financial fraud and mismanagement risks by implementing robust internal controls, financial oversight mechanisms, and accountability measures. Clear policies and procedures for financial management, procurement, and expense authorization prevent fraud and ensure compliance with best practices. Regular financial audits, independent reviews, and risk assessments identify vulnerabilities and strengthen controls. Promoting a culture of integrity, ethics, and accountability, along with staff training on fraud prevention and detection, are integral. Fostering transparency, disclosure, and whistleblower protections empower stakeholders to report concerns and safeguard the NPO's financial integrity.

External Risk Factors:

25. Strategic Risks:

Risk Description: Strategic risks pertain to challenges or uncertainties related to the NPO's long-term objectives, goals, or strategic direction. These risks may arise from factors such as changes in the external environment, shifts in stakeholder expectations, or strategic misalignment. Past instances could include missed opportunities, failed strategic initiatives, or competitive threats.

Mitigation Strategy: The NPO mitigates strategic risks by conducting regular strategic reviews, environmental scans, and scenario planning exercises to anticipate emerging trends and challenges. Engaging stakeholders in strategic discussions and fostering a culture of innovation helps identify and address risks proactively. Agile strategic plans, diversification of revenue streams, and exploration of new partnerships enhance resilience and agility in navigating uncertainties.

26. Operational Risk: Disruption of Program Delivery Due to External Factors

Risk Description: External factors such as natural disasters, political instability, or public health emergencies may disrupt LADLI FOUNDATION TRUST's program delivery operations. Interruptions in transportation, communication, or access to facilities could impact the organization's ability to serve beneficiaries and fulfill its mission.

Mitigation Strategy: LADLI FOUNDATION TRUST has developed comprehensive business continuity plans to address potential disruptions to program delivery operations. Key risks and vulnerabilities have been identified, emergency response protocols established, and essential resources pre-positioned to enhance preparedness and resilience. Partnerships with local authorities, emergency responders, and community organizations facilitate coordinated response efforts and access to support services during crises. Remote work arrangements, alternative service delivery models, and technology-enabled solutions have been implemented to enable continuity of operations and minimize the impact of external disruptions.

27. Impact of Future Pandemics: Navigating the Uncertainty of Health Crises

As we reflect on the unprecedented challenges brought forth by the Covid-19 pandemic since mid-February / early March 2020, we acknowledge the immense suffering experienced globally. Millions faced profound losses, including the loss of loved ones, livelihoods, and access to essential services. Amidst this turmoil, beneficiaries endured even greater hardships due to limited mobility and access to medical care. Despite these adversities, LADLI FOUNDATION TRUST demonstrated resilience and adaptability in continuing its vital work. Our dedicated team, under the guidance of CEO Mr. Devendra Kumar wiftly

transitioned to a remote work culture, ensuring the continuity of our activities. This included skill development, adopting new digital reporting methods, assistance for those in distress, early intervention, advocacy, and fundraising efforts.

Amidst our commendable achievements, we acknowledge the ongoing risks posed by unforeseen events such as future pandemics. The uncertainty surrounding health crises could potentially disrupt our operations and delay program implementation. To mitigate such risks, LADLI FOUNDATION TRUST is committed to enhancing our emergency response plans, collaborating closely with health authorities, and investing in health education programs for communities. By proactively addressing these challenges, we aim to ensure the continuity of our impactful initiatives and support for persons with disabilities.

28. Risks related to ZCZP Instruments Tenure/Termination: Managing Tenure and Listing Termination

The listing of Zero Coupon Zero Principal Instruments of a Not for Profit Organization on the Social Stock Exchange shall terminate under specific conditions. These conditions include the achievement of the fundraising objectives or the expiration of the tenure provided in the fundraising document. Accordingly, the tenure of the ZCZP Instruments issued by the Trust will be the date on which the objectives of the issue are met or [●] months from the date of listing whichever is later and a certificate to this effect is submitted to the NSE Social Stock Exchange.

To address this risk, we commit to transparent reporting on the progress of fundraising objectives, ensuring clarity for investors and adhering to the specified tenure, thereby promoting Trust and accountability.

29. Repayment: Understanding ZCZP Instruments Nature

No amount is repayable upon the expiry of the tenure of the ZCZP Instruments. These instruments, by their nature, do not carry any interest, and no amount is repayable to investors even at the expiry of the instruments' tenure. Potential investors should be aware that even at maturity, the principal amount on investments in ZCZP Instruments is not repayable. We will communicate this clearly to investors, emphasizing the unique nature of ZCZP Instruments and setting realistic expectations regarding repayments.

30. Absence of Secondary Market for ZCZP Instruments: Untradeable Instruments

There is no secondary market for ZCZP Instruments, as instruments listed on the Stock Exchange issued by non-profit organizations are not tradable. Consequently, an investor will not be able to trade or redeem ZCZP Instruments issued by our Trust. We acknowledge this limitation and commit to transparently communicating this aspect to investors, setting clear expectations regarding the tradability and redemption of ZCZP Instruments.

SECTION III – INTRODUCTION

GENERAL INFORMATION

Our Trust is registered in New Delhi, Delhi on August 13, 2012, as a Trust under The Indian Trusts Act, 1882, pursuant to a certificate of registration issued by the Sub Registrar of Trust. For more information about our Trust, please refer “*History and Main Objects*” on page 45 of this Draft Prospectus.

For details of the business of our Trust, see “*Our Business*” beginning on page 34 of this Draft Prospectus.

REGISTRATION

Trust Registration No.: 100/Book No.4/Vol No3/Page|152-167

Permanent Account Number: AABTL0544P

NGO Darpan Portal ID: DL/2016/0104748

SSE Registration No.: NSESENPO00156

REGISTERED OFFICE

LADLI FOUNDATION TRUST

C3, Qutub Institutional Area, Katwariya Sarai.

New Delhi-110016

Tel.: 9217179254

Website: www.ladlifoundation.org

Email: office@ladlifoundation.com

For further details regarding changes to our Registered Office, see “*History and Main Objects*” on page 45 of this Draft Prospectus.

TRUST CONTACT PERSON

Devendra Kumar

Add: H. No-278, Block No-9, Dakshin puri Ext.,
Pushpa Bhavan S.O., South Delhi, Delhi-11006

Email: founder@ladlifoundation.org

Tel: 9810712350

STATUTORY AUDITORS

Ankit Thakur & Associates

Add: B-4/174A, Keshav Puram, Delhi-110035

Tel: 9990140054 / 011-40810462

Email: accounts@caankitthakur.com

FRN No.: 037069N

Ankit Thakur Chartered Accountants, have been the statutory auditors of our Trust since April, 2021.

ADVISOR TO THE ISSUE



PERFACT WORK SKILL INDIA PVT. LTD.

Add: 904-905, 9th Floor, Narain Manzil-23,
Barakhamba Road, Connaught Place, Delhi- 110001

Mob: 9810516381, 8851124511

Contact Person: Amita Chandra

Email: info@pwsindia.co.in

Website: www.pwsindia.co.in

REGISTRAR TO THE ISSUE



BIGSHARE SERVICES PRIVATE LIMITED
S6-2, Pinnacle Business Park, Next to Ahura Centre, Mahakali Caves Road, Andheri East, Mumbai – 400093
Tel: +91 22 6232 8200
Facsimile: +91 22 6263 8299
Email: info@bigshareonline.com
Investor Grievance Email: investor@bigshareonline.com
Website: www.bigshareonline.com
Contact Person: Mr. Vinayak Morbale
SEBI Registration No.: INR000001385
CIN: U99999MH1994PTC076534

BIGSHARE SERVICES PRIVATE LIMITED, has by its letter dated April 25, 2026 given its consent for its appointment as Registrar to the Issue and for its name to be included in the Draft Fund-Raising Document, this Fund-Raising Document, and in all the subsequent periodical communications to anyone issued pursuant to the Issue.

Investors may contact the Registrar to the Issue or our Trust Contact Person in case of any pre-Issue or post-Issue related issues such as non-receipt of Allotment Advice, demat credit of allotted ZCZP Instruments, refunds, transfers, etc. as the case may be.

All grievances relating to the Issue may be addressed to the Registrar to the Issue, giving full details such as name, Application Form number, address of the Applicant, Permanent Account Number, number of ZCZP Instruments applied for, amount paid on Application, Depository Participant name and client identification number.

Stock Exchanges

The ZCZP Instruments offered through this Draft Prospectus and Prospectus are proposed to be listed on NSE Social Stock Exchange and BSE Social Stock Exchange and NSE Social Stock Exchange shall be the Designated Stock Exchange. Our Trust has received 'in-principle' approvals from NSE *vide* their letters bearing number [●] dated [●] and [●] dated [●], respectively.

Operations

Our Trust has a physical existence, is operational and is accessible for visits at our Registered Office.

Underwriting

The Issue is not underwritten.

Minimum subscription

In terms of the SEBI ICDR Regulations, for an issuer undertaking a public issue of zero coupon zero principal instruments the minimum subscription for such public issue of zero coupon zero principal instruments shall be 50% of the Issue Size.

If our Trust does not receive the minimum subscription of 50% of Issue Size, prior to the Issue Closing Date, the entire Application Amount shall be refunded to the Applicants.

If the stated minimum subscription amount is not received within the specified period, the application money received is to be credited only to the bank account from which the subscription was remitted. To the extent possible, where the required information for making such refunds is available with our Trust and/or the Registrar, refunds will be made to the account prescribed. However, where our Trust and/or the Registrar does not have the necessary information for making such refunds, our Trust and/or the Registrar will follow the guidelines prescribed by SEBI in this regard.

Impact of Under-Subscription on NGO's Social Mission:

1. **Project Delays:** Inadequate capital may restrict the number of beneficiaries as per the LADLI FOUNDATION TRUST's Program for 45000 Beneficiaries but will not disrupt schedules for delivering vital training, awareness generation and employment services.
2. **Reduced Project Scope:** The organization might need to scale down the scale and scope of its impactful initiatives, limiting the ability to comprehensively address diverse community needs.
3. **Impact on Beneficiary Communities:** Under-subscription directly affects the NGO's outreach to intended beneficiary communities, potentially slowing the rate of improvement in living conditions and overall well-being.
4. **Resource Allocation Challenges:** Inadequate funds may force a reassessment of resource allocation, potentially diverting resources from critical projects to cover operational costs.
5. **Community Disappointment:** Under-subscription can lead to community disappointment, eroding confidence in the organization's capacity to bring about meaningful and sustainable positive change.

Utilization of Issue proceeds

For details on utilization of Issue proceeds see, “*Objects of the Issue*” beginning on page 20 of this Draft Prospectus.

Issue Program*

ISSUE OPENS ON	As specified in the Prospectus
ISSUE CLOSSES ON	As specified in the Prospectus
PAY IN DATE	Application Date. The entire Application Amount is payable on Application
DEEMED DATE OF ALLOTMENT	The date on which the Board of Trustee approves the Allotment of the ZCZP Instruments for the Issue or such date as may be determined by the Board of Trustee and notified to the Designated Stock Exchange. The actual Allotment of ZCZP Instruments may take place on a date other than the Deemed Date of Allotment.

**The Issue shall remain open for subscription on Working Days from 10:00 a.m. to 5:00 p.m. (Indian Standard Time) during the period indicated above, except that the Issue may close on such earlier date or extended date as may be decided by the Board of Trustee of our Trust and receipt of relevant approvals. In the event of an early closure or extension of the Issue, our Trust may issue notice of the same to the prospective investors through an advertisement in all the newspapers in which pre-issue advertisement and advertisement for opening or closure of this Issue may have been given on or before such earlier or initial date of Issue closure. On the Issue Closing Date, the Application Forms will be accepted only between 10 a.m. and 3 p.m. (Indian Standard Time) and uploaded until 5 p.m. or such extended time as may be permitted by the Stock Exchanges. Further, pending mandate requests for applications placed on the Issue Closing Date will be validated by 5 p.m. (Indian Standard Time) on one Working Day after the Issue Closing Date. For further details please see “Issue Related Information” on page 82 of this Draft Prospectus. Applications Forms for the Issue will be accepted only from 10:00 a.m. to 5:00 p.m. (Indian Standard Time) or such extended time as may be permitted by the Stock Exchanges, during the Issue Period as mentioned above on all days between Monday and Friday (both inclusive barring public holiday) by the Registrar. On the Issue Closing Date, Application Forms will be accepted only between 10:00 a.m. to 3:00 p.m. (Indian Standard Time).*

For details in relation the Basis of Allotment, please see “Issue Related Information” on page 101 of this Draft Prospectus.

OBJECTS OF THE ISSUE

Issue Proceeds

Our Trust has filed this Draft Prospectus for a public issue of zero coupon zero principal instruments of face value of ₹1 each aggregating up to ₹ 9,70,83,650 /-. The details of the proceeds of the Issue are summarized below.

The Issue is being made pursuant to the provisions of the SEBI ICDR Regulations read with the SSE Framework Circular, NSE Norms, the SEBI NCS Regulations and the Trust Registration Act and the rules made thereunder, as applicable. Our Trust proposes to utilize the proceeds raised through the Issue, after deducting the Issue related expenses to the extent payable by our Trust (“**Net Proceeds**”) towards funding the objects listed under this section.

The details of the proceeds of the Issue are summarized below:

S. No.	Particulars of the Issue	Estimated amount (in ₹ crore)
1.	Gross Proceeds of the Issue	up to 9,70,83,650/-
2.	Less: Issue related expenses*	12,50,000
3.	Net Proceeds*	9,58,33,650

* To be finalized and updated, prior to filing of the Prospectus with the NSE

Requirement of Funds and Utilization of Net Proceeds

The said Instruments shall be utilized for the “Upscaling the Digital Equalizer Program” project. The following table details the Objects of the Issue and the amount proposed to be financed from Net Proceeds:

Project Information:

Particular	Details
Title of the project	Upscaling the Digital Equalizer Program
Objectives of the Project	The Digital Equalizer (DE) Program aims to strengthen digital access, improve learning outcomes, and build future-ready skills among students in 45 Government Schools through a structured ICT intervention model.
Project Duration	12 months from the date of Allotment
Target Location	The proposed project will be implemented in 45 Government schools in the States /Districts of India.
Target Segment	<p>Direct Beneficiaries (Annual)</p> <ul style="list-style-type: none"> • Students: Approx. 45,000+ students (Average 1,000 students per school accessing ICT lab annually) • Teachers: 1,000+ teachers (Approx. 10 teachers per school trained in digital pedagogy) • ICT Resource Persons: 100 skilled professionals deployed <p>Indirect Beneficiaries</p> <ul style="list-style-type: none"> • Parents and community members benefiting from improved digital awareness • School administration staff • Future batches of students benefiting from sustained infrastructure
Total Project Outlay	9,58,33,650/-
Means of finance	100% Net Proceeds

Situation Analysis/ Need for Intervention:

Scaling Digital Equalizer Program Across India

India's education system is undergoing a rapid digital transformation, guided by flagship initiatives such as Samagra Shiksha and the National Education Policy 2020. However, a significant digital divide persists across government and low-resource schools nationwide.

Millions of students—particularly those from marginalized communities—continue to lack access to functional ICT infrastructure, digital devices, and structured digital learning environments. This gap is most pronounced among:

Students from low-income and rural households
First-generation learners
Adolescent girls facing socio-cultural barriers to technology access

Without adequate digital infrastructure, students remain unable to prepare for computer-based competitive examinations such as CUET, JEE, and NEET, limiting their access to higher education and future employment opportunities.

This digital exclusion continues to reinforce socio-economic inequalities, making it imperative to implement scalable, high-impact interventions across India.

Proven Model: Ladli Foundation's Digital Equalizer Program

The Ladli Foundation Trust has developed and successfully implemented a scalable model for ICT-enabled learning in government schools through its Digital Equalizer Program.

Partnership Success – Delhi Model

In collaboration with the Education Department, Government of Delhi, the program has demonstrated strong impact and scalability:

Pilot Phase: 8 digital labs established

Scale-up Phase: 100 additional labs implemented by the Foundation

Government Adoption: 175 schools expanded through government funding

Further Expansion: 140 additional schools supported

Total Impact

423 Government Schools Digitized

42% coverage of Delhi Government Schools

This success reflects:

Strong government convergence

A replicable and cost-effective model

Demonstrated improvements in digital access and learning readiness

The Opportunity: Scaling Pan-India

Despite progress in Delhi, similar gaps exist across states where thousands of government schools still lack functional ICT infrastructure.

The Pan-India scale-up aims to replicate the proven Delhi model to:

- Bridge digital access gaps in underserved regions
- Enable equitable access to digital learning
- Prepare students for future education and employment ecosystems

Proposed Intervention

Program Goal

To enable equitable digital access and build future-ready skills among students in government schools across India.

Key Components

- Establishment of ICT-enabled digital labs in government schools
- Integration of curriculum-aligned digital learning modules
- Training of teachers and facilitators for effective ICT usage
- Student exposure to digital platforms, e-content, and assessments
- Special focus on girls' digital inclusion and confidence building

Expected Outcomes

- Improved digital literacy and 21st-century skills among students
- Increased readiness for computer-based competitive exams
- Enhanced student engagement and reduced dropout risk
- Greater confidence and participation of girls in digital learning
- Strengthened school ecosystem with sustainable ICT infrastructure

Why Ladli Foundation?

This proposed intervention for another 45 Government School directly aligns with CSR priorities in education, digital inclusion, and youth empowerment. Ladli Foundation offers:

Ladli Foundation offers a unique combination of:

- Proven Implementation Expertise
- Demonstrated success in digitizing **423 government schools** with measurable outcomes
- Strong Government Partnerships
- Established collaboration with state education departments ensuring scalability and sustainability
- Scalable & Replicable Model
- Cost-effective, adaptable framework suitable for diverse geographies
- Robust Monitoring & Evaluation
- Structured systems ensuring transparency, accountability, and impact measurement

Rationale

Bridging the Digital Divide in Government Schools

The Challenge: India's Deepening Digital Divide

India's rapid digital transformation has unlocked unprecedented opportunities—but it has also created one of the most critical inequities of this decade: the digital divide.

While urban, private-school students benefit from seamless access to technology, digital learning platforms, and exposure to modern tools, a vast majority of students in government schools—particularly from underserved and marginalized communities—remain excluded. This gap is not merely technological; it is structural, educational, and economic.

The COVID-19 pandemic significantly exacerbated this divide. As education shifted online, millions of government school students were left behind due to lack of devices, digital infrastructure, and trained educators. Learning losses widened, and inequities deepened.

Further compounding the issue, the introduction of the Common University Entrance Test (CUET) has unintentionally amplified disparities. Students from private institutions—equipped with digital familiarity and access to online resources—are far better positioned to compete. In contrast, government school students often struggle due to limited exposure to digital tools, online testing formats, and preparatory ecosystems.

This systemic imbalance risks creating a generation that is excluded from higher education, employability, and participation in the digital economy—unless urgent intervention is undertaken.

Our Model: Beyond Infrastructure

Ladli Foundation’s approach goes beyond merely setting up digital labs. It ensures sustainability, usability, and long-term impact through:

- **Dedicated Resource Person in Each School**
A trained professional is deployed to manage the lab, support teachers, and guide students—ensuring optimal utilization and troubleshooting.
- **Teacher & Student Capacity Building**
Continuous training enables educators and students to integrate technology into everyday learning.
- **Structured Learning Ecosystem**
Ensuring digital tools are not idle assets but active enablers of education and skill development.
- **Sustainability & Maintenance Framework**
Regular monitoring and support ensure longevity of infrastructure and consistent outcomes.

The Opportunity: Scaling up

While significant progress has been made, government schools in India still lack access to digital infrastructure. Ladli Foundation is now committed to completing this transformation—ensuring that every government school student is digitally empowered.

Why This Matters

Investing in digital infrastructure in government schools is not just an education initiative—it is a nation-building intervention:

- Bridges inequality in education
- Improves CUET and higher education competitiveness
- Enhances employability and future readiness
- Strengthens India’s digital economy
- Promotes inclusive and equitable growth

Call for Partnership: NSE-Listed Companies

We invite NSE-listed companies to partner with Ladli Foundation under their CSR initiatives to support the digital transformation of the government schools.

How You Can Contribute

- Sponsor end-to-end digital labs in government schools
- Support resource personnel deployment and training programs
- Enable digital curriculum, software, and maintenance ecosystems
- Partner in a high-impact, scalable, and measurable initiative

Let’s Build an Inclusive Digital India Together

The digital divide is not just a technological gap—it is a barrier to opportunity, dignity, and progress. Ladli Foundation has demonstrated that change is possible—400 schools stand as proof. With your support, we can complete this journey and ensure that no child is left behind in India’s digital future.

Problem Statement

India is at a critical juncture where digital skills are no longer optional but essential for education, employability, and participation in a modern economy. While national initiatives such as Samagra Shiksha and the National Education Policy 2020 emphasize digital inclusion and technology-enabled learning, access remains deeply unequal across geographies and socio-economic groups

A large proportion of students in government schools—particularly in rural, tribal, and underserved urban communities—continue to lack access to functional ICT infrastructure, digital devices, and structured digital learning opportunities.

Government schools remain excluded from meaningful digital learning opportunities. This exclusion particularly impacts vulnerable learners:

- Children from low-income families.
- First-generation students.
- Adolescent girls facing multiple barriers to technology access.

The absence of adequate digital learning infrastructure and exposure has created a significant gap in foundational digital competencies among school students across India. This gap disproportionately impacts:

Children from low-income households with limited access to devices and internet First-generation learners lacking academic and digital support ecosystems Adolescent girls facing gendered barriers to technology access and usage

Without access to ICT labs and guided digital learning, students are unable to:

- Acquire essential 21st-century digital and computational skills
- Prepare for computer-based competitive examinations such as CUET, JEE, and NEET
- Access e-learning platforms, digital content, and online academic resources
- Build confidence and familiarity with technology required for higher education and employment

Impact of the Problem

The digital divide has far-reaching consequences on educational equity and student outcomes:

- Reduced engagement and participation in learning
- Increased anxiety and lack of confidence in digital academic environments
- Higher absenteeism and risk of school dropout
- Limited preparedness for higher education and future job markets

If left unaddressed, this divide will continue to reinforce socio-economic disparities and gender inequities, preventing millions of students from realizing their full potential.

Without targeted interventions, the digital divide will reinforce existing **socio-economic and gender inequalities**, leaving thousands of capable students underprepared for higher education and future opportunities in an increasingly digital economy.

Project Goal, Objective and Activities to demonstrate how the project will be successful

<i>Objective</i>	<i>Quantitative Validation</i>	<i>Activities</i>
Establish Functional Advanced ICT Labs	Improved access to hands-on digital learning for over 45,000 students annually	<ul style="list-style-type: none"> • 45 modern desktop computers per school • Interactive Flat Panel Display (IFPD) • High-speed internet connectivity • Reliable power backup systems • Renovated and secure classroom infrastructure
Improve Student Digital Literacy & Skills	At least 70% of participating students demonstrate measurable improvement in digital competency scores between baseline and end line assessments.	<ul style="list-style-type: none"> • Provide structured digital literacy modules (basic to intermediate level) • Introduce basic fundamentals and project-based digital learning • Promote responsible and safe internet usage
Strengthen Teacher Capacity in Digital Pedagogy	Minimum 75% of trained teachers regularly integrate digital tools into classroom teaching.	<ul style="list-style-type: none"> • Conduct structured teacher training workshops • Enable integration of ICT tools into daily lesson plans • Build teacher confidence in using smart classroom technologies
Ensure Effective Utilization of Infrastructure	ICT Labs achieve at least 80% functional utilization throughout the academic year.	<ul style="list-style-type: none"> • Deploy one ICT Resource Person per school for one academic year • Monitor lab usage and learning sessions • Provide technical and operational support
Establish Robust Monitoring & Impact Measurement	Data-driven evidence of improved digital access, engagement, and learning outcomes	<ul style="list-style-type: none"> • Conduct baseline digital competency assessment • Track monthly lab usage and engagement data • Conduct end line evaluation and impact documentation
Promote Equity & Inclusion	Reduction in digital access disparities within participating schools	<ul style="list-style-type: none"> • Prioritize access for students from socio-economically disadvantaged backgrounds • Ensure gender-inclusive participation • Provide equal digital access to girls and boys

Scope of Work (Task and Activities)

The Scope of Work outlines the detailed tasks, activities, timeline, and deliverables for the establishment and operationalization of 100 Advanced ICT Labs in Government Schools over a period of 12 months.

Phase	Activity	Deliverables
Project Inception & Planning (Month 1–2)	<ul style="list-style-type: none"> • Identification and finalization of 45 Government Schools • Signing MOUs with school authorities and relevant departments • Detailed infrastructure needs assessment • Classroom measurement and renovation planning • Vendor selection and procurement finalization • Development of Baseline Assessment tools (students & teachers) • Baseline survey administration 	<ul style="list-style-type: none"> • 45 schools formally onboarded • Baseline assessment report • Approved implementation plan with timelines • Final vendor agreements
Infrastructure Development & Lab Setup (Month 3–6)	<p>A. Classroom Renovation</p> <ul style="list-style-type: none"> • Civil repair work (flooring, painting, false ceiling if required) • Electrical rewiring and stabilization • Lighting and ventilation improvement 	<ul style="list-style-type: none"> • 45 fully renovated ICT classrooms • 900 computers installed and configured • 45 IFPDs installed and functional

	<ul style="list-style-type: none"> Secure doors/windows installation Lab branding and signage <p>B. ICT Equipment Installation</p> <ul style="list-style-type: none"> Installation of 20 desktop computers per school Installation of 75” Interactive Flat Panel Display Structured LAN cabling and networking setup Router and broadband installation (minimum 45 Mbps) UPS and power backup system (minimum 2-hour backup) Software installation and system configuration 	<ul style="list-style-type: none"> Internet connectivity operational in all labs Power backup systems installed Lab Handover Completion Certificates
Human Resource Deployment (Month 4–12)	<ul style="list-style-type: none"> Recruitment of 45 ICT Resource Persons Induction training for ICT Resource Persons Deployment in respective schools Preparation of monthly teaching schedules Continuous on-site technical and academic support 	<ul style="list-style-type: none"> 45 ICT Resource Persons deployed Monthly operational reports from each school Lab usage tracking system operational
Teacher Capacity Building (Month 5–10)	<ul style="list-style-type: none"> Design of Digital Pedagogy Training Modules Conduct 2-day intensive teacher training workshops Conduct quarterly refresher sessions Provide training materials and digital toolkits Certification of participating teachers 	<ul style="list-style-type: none"> Minimum 450 teachers trained Training completion certificates issued Teacher digital integration plans developed
Program Implementation & Student Engagement (Month 6–12)	<ul style="list-style-type: none"> Conduct structured digital literacy sessions Basic fundamental and project-based learning modules Cyber safety and responsible internet sessions Digital assessments and practical projects Regular monitoring visits by field officers 	<ul style="list-style-type: none"> Weekly digital learning sessions conducted Student attendance and engagement reports Digital project showcase events (where feasible)
Monitoring, Evaluation & Reporting (Throughout; End line Month 11–12)	<ul style="list-style-type: none"> Monthly lab utilization tracking Quarterly performance review meetings Midline monitoring review End line digital competency assessment Impact documentation and case studies Financial audit and utilization reporting 	<ul style="list-style-type: none"> Quarterly progress reports Midline review report End line impact assessment report Final Project Completion Report CSR utilization certificate

Scale of Operation/ implementation:

Particular	Details
Geographic Coverage	<p>The project will be implemented across implemented across the States of India. The Proposed project will ensure equitable and proportionate distribution of 45 Government Schools across priority States /districts to promote balanced regional digital inclusion.</p> <p><i>Final allocation will be done in consultation with the Education Department to ensure proportional representation based on school density and need assessment.)</i></p>
Scale of Beneficiaries	<p>Direct Beneficiaries (Annual)</p> <ul style="list-style-type: none"> Students: Approx. 45,000+ students (Average 1,000 students per school accessing ICT lab annually) Teachers: 1,000+ teachers (Approx. 10 teachers per school trained in digital pedagogy)

	<ul style="list-style-type: none"> • ICT Resource Persons: 100 skilled professionals deployed Indirect Beneficiaries <ul style="list-style-type: none"> • Parents and community members benefiting from improved digital awareness • School administration staff • Future batches of students benefiting from sustained infrastructure 	
Expected Outputs (Year 1)	Output Category	Target
	ICT Labs Established	45
	Computers Installed	900
	Interactive Flat Panels Installed	45
	Schools with Internet Connectivity	45
	Schools with Power Backup Support	45
	Teachers Trained	450+
	ICT Resource Persons Deployed	45
	Baseline & Endline Assessments Conducted	100 Schools
Expected Outcomes	Short-Term Outcomes (Within 1 Year)	<ul style="list-style-type: none"> • Improved access to functional digital infrastructure • Minimum 70% improvement in student digital competency scores • Increased teacher adoption of digital tools (target 75%) • Regular ICT lab utilization (target 80% operational days)
	Medium-Term Outcomes (2–3 Years)	<ul style="list-style-type: none"> • Increased student interest in digital education. • Improved academic engagement and attendance • Higher participation in digital competitions & projects • Strengthened digital confidence among first-generation learners
	Long-Term Impact (3–5 Years)	<ul style="list-style-type: none"> • Reduced digital divide between government and private schools • Improved higher education and employability readiness • Sustainable integration of ICT into school curriculum • Contribution to digital education goals aligned with national priorities
Implementation Model	<ul style="list-style-type: none"> • Schools grouped district-wise • Dedicated Coordinators supervising clusters • Field Officers assigned 15–20 schools each • Central Monitoring & Evaluation framework • Standardized infrastructure & training model across all districts <p>This ensures quality control, uniformity, and scalable expansion potential beyond Delhi in future phases.</p>	

Schedule of Implementation / Timeline

The project will be implemented over 12 months, following a phased approach to ensure systematic execution and efficient management.

Sr. No.	Activity	M 1	M 2	M 3	M 4	M 5	M 6	M 7	M 8	M 9	M 10	M 11	M 12
A	Phase-1 (Project Inception & Planning)												
B	Phase-2 (Infrastructure Development & Lab Setup)												
B1	Classroom Renovation												

- Contribution to inclusive digital growth and equitable development

Tools & Method used to measure and verify the success:

Means of Verification refer to the tools and methods used to measure and validate the success of the project. Under the Digital Equalizer (DE) Program by Ladli Foundation Trust in Government Schools of Delhi, the following mechanisms will be used:

Assessment Tools	Monitoring Records	Field Monitoring	Reporting & Documentation
<ul style="list-style-type: none"> • Baseline and Endline digital competency assessments • Periodic student skill tests and quizzes • Teacher digital proficiency evaluations 	<ul style="list-style-type: none"> • Monthly ICT lab usage reports • Attendance registers for student sessions • Training attendance sheets and feedback forms 	<ul style="list-style-type: none"> • Quarterly school visit reports • Photographic documentation of infrastructure setup • Physical verification of installed equipment 	<ul style="list-style-type: none"> • MIS-based performance dashboards • Quarterly progress reports • Annual impact report • Financial utilization reports and audit statements

Overall Verification Approach: A combination of assessments, monitoring records, field verification, and formal reporting will ensure transparency, accountability, and measurable impact.

Assumption

Assumptions are key external conditions that must remain favourable for the project to achieve its intended results, but are beyond the direct control of the project team.

Under the Digital Equalizer (DE) Program implemented by Ladli Foundation Trust in Government Schools of Delhi, the major assumptions include:

Institutional Assumptions	Infrastructure Assumptions	Participation Assumptions	Financial Assumptions
<ul style="list-style-type: none"> • Continued cooperation from school authorities and education department • Support for integrating ICT sessions into the school timetable • Stable school operations without prolonged closures 	<ul style="list-style-type: none"> • Reliable electricity supply in schools • Consistent internet connectivity • Safe and secure storage of digital equipment 	<ul style="list-style-type: none"> • Regular student attendance • Teacher willingness to adopt digital teaching methods • Low attrition of deployed ICT Resource Persons 	<ul style="list-style-type: none"> • Timely release of project funds • No major cost escalation in equipment or services

Overall Assumption: A supportive school ecosystem and stable operational environment are essential for sustained digital transformation and long-term impact.

Project Team Overview (Required Human Resource)

Profile of team members	At LADLI FOUNDATION TRUST, the team of 48 members carries out the operations at their respective locations This includes: Resource Person: 45 Program Manager: 1 M& E Officer: 1 Finance Manager: 1
Roles & Responsibilities of Team Members	Each of the team member is responsible for the task mentioned below: Resource Persons Provision for 45 Resource Persons (one per school) to monitor lab usage, ensure student attendance in computer classes, maintain records, and support monitoring & evaluation for effective project implementation. Program Manager Provision for a Program Manager to oversee overall project implementation, coordinate with schools and Resource Persons, ensure timely execution, monitor progress, and support reporting and evaluation. Monitoring & Evaluation Officer Provision for a Monitoring & Evaluation Officer to track project progress, ensure data accuracy, assess outcomes, and support reporting for effective implementation and impact measurement. Finance Manager Provision for a Finance Manager to manage project finances, maintain financial records, ensure proper utilization of funds, and support financial reporting and compliance.

Deployment of Fund/ Budget and Financial Proposal with their rationale

Computer Labs for more 20 Delhi Govt Schools							
PROJECT SUMMARY							
Sr.	Details	Duration-1 Year	Total				
1	Schools	45	45				
2	Advanced Computer Labs	45	45				
PROJECT COST				Project Beneficiaries (approx.)			
Sr.	Details	Amount		250000			
1	Project Cost	9,58,33,650		Marginalized Students			
Sr.	Particulars	Units	Duration /QTY	Unit Rate	GST @ 18%	Total Unit Cost	Total
2	AI-integrated Interactive Flat Panel Smart Board with Camera for Smart class Education 75 Inches with 3 years of Support	45	1	1,15,000	20,700	1,35,700	61,06,500

3	Prime Book/ Chromebook laptop with Android and Windows compatibility, along with all necessary software and preloaded digital educational content	900	1	37,500	6,750	44,250	3,37,50,000
4	Computer Lab Class Room Infrastructure, Chairs	45	1	2,00,000	36,000	2,36,000	90,00,000
5	Painting, Minor Repairing, Electrification, Wiring networking work along with IEC and Branding on Sun boards	45	1	2,00,000	36,000	2,36,000	90,00,000
6	Transportation and logistics for Setting Up Labs	45	1	15,000	2,700	17,700	6,75,000
7	Annual Maintenance Contract for 2 years	900	2	1,800	324	2,124	32,40,000
							6,17,71,500
Sr.	Particulars	Units	Months /QTY	Unit Rate	GST @ 18%	Total Unit Cost	Total
8	Project Implementation Monitoring and evaluation of Per Lab for a year	45	1	5,00,000	90,000	5,90,000	2,25,00,000
9	Course Certificates to students	45,000	1	30	5	35	13,50,000
11	Project Impact Assessment Report	1	1	15,00,000	2,70,000	17,70,000	15,00,000
12	Total - OPEX						2,53,50,000
13	Total- CAPEX + OPEX						8,71,21,500
14	NGO Indirect / Admin Cost -10%						87,12,150
15	TOTAL PROJECT COST						9,58,33,650

Risk and mitigation

Evaluate potential risks associated with project implementation and propose strategies for mitigating identified risks, ensuring a proactive approach to challenges.

Key Risks & Mitigation Measures

Risk	Potential Impact	Mitigation Strategy
Delay in fund disbursement	Delay in procurement & rollout	Phased implementation plan; maintain contingency reserve; advance vendor agreements
Procurement & installation delays	Labs not operational on time	Pre-qualified vendors; clear timelines; penalty clauses in contracts
Electricity / internet disruption	Interrupted digital sessions	UPS backup systems; multiple ISP options; offline learning modules
Low teacher adoption	Underutilization of ICT labs	Continuous teacher training; refresher sessions; school leadership engagement
High attrition of ICT Resource Persons	Disruption in session continuity	Competitive honorarium; backup resource pool; periodic motivation & review
Equipment damage or theft	Financial loss; downtime	Asset tagging; secure lab setup; insurance coverage (if applicable)
Low student attendance	Reduced program impact	Integration into timetable; coordination with school administration

Risk Management Approach

- Regular monitoring and review meetings
- Contingency planning for operational disruptions
- Strong stakeholder engagement (schools & authorities)
- Documentation and rapid corrective action mechanisms

Overall Approach:

A proactive and structured risk management framework ensures smooth implementation, minimizes disruptions, and safeguards project outcomes.

Sustainability plan/ strategies for long term impact

Detail how the project will foster local ownership and ensure that the community takes responsibility for maintaining and continuing the project's impact. It may highlight any measures or processes to transfer knowledge and resources to local entities or stakeholders, empowering them to carry on the activities independently.

Sustainability Plan / Strategies for Long-Term Impact

The Digital Equalizer (DE) Program by Ladli Foundation Trust in Government Schools of Delhi is designed to ensure long-term continuity beyond the funding period through institutional ownership and capacity transfer.

1. Institutional Ownership

- Integration of digital sessions into the official school timetable
- Nomination of a **School Digital Coordinator (teacher)** in each school
- Formation of a School ICT Committee for oversight and monitoring
- Alignment with education department guidelines

2. Capacity Building & Knowledge Transfer

- Structured teacher training and refresher sessions
- Training of selected teachers to independently manage ICT labs
- Development of user manuals and digital resource repositories
- Gradual transition of session facilitation from ICT Resource Persons to trained teachers

3. Infrastructure Sustainability

- Asset tagging and proper inventory management
- AMC and maintenance training for basic troubleshooting
- Budget advisory support to schools for minor repairs and renewals
- Encouraging co-funding from local CSR partners for future upgrades

4. Community & Stakeholder Engagement

- Orientation sessions for school management committees
- Parent engagement to promote digital learning at home
- Showcasing student projects to build community ownership

5. Financial Sustainability Strategy

- Gradual reduction of external HR dependency
- Exploration of multi-year CSR partnerships
- Convergence with government digital education initiatives

6. Exit & Handover Strategy

- Final capacity assessment before project closure
- Formal handover of assets and documentation

- Transition roadmap for independent operation by schools

Overall Sustainability Vision

The program aims to move from **externally supported implementation to school-led digital ownership**, ensuring that infrastructure, skills, and systems continue to function effectively long after project completion.

Funding Plan Other than the funds to be raised through the proposed Issue

Our Trust confirms that for the purpose of this Issue, funding plan will not be applicable, as the objects are proposed to be funded through the Net Proceeds.

Monitoring of utilization of funds

There is no requirement for appointment of a monitoring agency in terms of the SEBI ICDR Regulations. The Board of Member shall monitor the utilization of the proceeds of the Issue. Our Trust shall submit to the Stock Exchange a statement in respect of utilization of the Net Proceeds, on a quarterly basis, containing

- Category-wise amount of monies raised,
- Category-wise amount of monies utilized,
- Balance amount remaining unutilized,

until the utilization of the Net Proceeds in accordance with this Final Fund-Raising Document.

Interim use of proceeds

Our Trust confirms that the unutilized amounts from the Net Proceeds shall be kept in a separate bank account and shall not be commingled with other funds.

Issue related expenses break-up

The expenses for this Issue include, inter alia, advisor fees, fees payable to the Registrar to the Issue, printing and distribution expenses, legal fees, advertisement expenses, listing fees and any other expense directly related to the Issue. All the Issue expenses and listing fees will be paid by our Trust. The estimated breakdown of the total expenses for this Issue is as follows:

*Assuming the Issue is fully subscribed. The expenses are indicative and are subject to change depending on the actual level of subscription to the Issue and the number of Allottees, market conditions and other relevant factors.

Particulars	Amount (INR)	As percentage of Issue proceeds (in %)	As percentage of Total expenses of the Issue (in %)
Fee payable to intermediaries (Registrar to the Issue, Escrow Bank Account, Statutory Auditor and advisors to the issue, etc.)	7,00,000	80%	0.72
Fees payable to the regulators including StockExchange, CDSL, NSDL etc.	1,00,000	8%	0.10
Advertising and marketing, printing and stationery Costs	2,50,000	10%	0.26
Other miscellaneous expenses (Banker to the Issue/Stamp Papers etc)	2,00,000	2%	0.21
Grand Total	12,50,000	100%	1.29

Variation in terms of contract or objects in this Draft Fund-Raising Document

Our Trust shall not, at any time, vary the terms of the objects for which this Draft Fund-Raising Document is issued, except as may be prescribed under the applicable laws. Further, in case of any material deviation in the use of proceeds as compared to the Objects of the Issue, the same shall be intimated / disclosed to NSE.

Benefit / interest accruing to Trust out of the object of the Issue

Neither our Trust nor the senior employees of our Trust are interested in the Objects of the Issue.

BUSINESS

Some of the information contained herein, including information with respect to our vision, our target segment, strategy and operations contain forward-looking statements that involve risks and uncertainties. This section should be read in conjunction with the sections “Forward-Looking Statements”, “Risk Factors” and “Financial Statements” on pages 7,9 and 58 of this Draft Prospectus.

In this section any reference to “we”, “us” or “our” refers to Ladli Foundation Trus.. Unless otherwise indicated, or unless the context otherwise requires, the financial information included herein is based on our Audited Financial Statements. For further information, see “Financial Information” on page 58 of this Draft Prospectus.

Overview

About the Organisation Ladli Foundation is a leading grassroots-level non-profit organization known for implementing impactful & innovative social initiatives to provide equitable healthcare, education & life skills to uplift vulnerable women. Presently the organization is directly working to address the most pressing social issues for the advancement of sustainable development in India through its innovative Social Internship Program by leveraging the strength of over 1 Lac Youth Interns & Volunteers. With a resolute commitment to fostering change, we specialize in the effective implementation of routine immunization, prevention of communicable diseases and advancement of digital education & essential life skills in marginalized communities.

The organization has been granted a special consultative status by the United Nations ECOSOC and has been honoured with the National Award by the Government of India. This recognition is a result of its impactful social innovations, which are rooted in an action research model aimed at promoting sustainable living in alignment with the UN SDGs. At the national level in India, the organization collaborates closely with a team of highly skilled grassroots-level social workers, working with government authorities. Through effective community outreach and a sustainable approach, it is making tangible changes. Moreover, the organization is actively engaged in strategic partnerships, including with USAID, Unions & State Governments in India to enhance the coverage of Routine Immunization, COVID-19 vaccination, and Eradication of Tuberculosis in India.

During the 65th Session of the Commission on the Status of Women, the organization was recognized by the UN Secretary-General, Mr. António Guterres, for its advocacy in prioritizing Women's Health and the elimination of Child Marriages in developing countries as part of the efforts to achieve Gender Equality (SDG5). On an international scale, its subsidiary "Ladli Foundation USA," operating as a 501 (C)(3) non-profit corporation, is diligently working in the United States to contribute to the realization of the United Nations Sustainable Development Goals.

Vision

Ladli Foundation envisions a world where every individual, irrespective of gender or socio-economic background, has access to equitable healthcare, education, and life skills, fostering a safe, gender-neutral, and inclusive society. This vision drives their mission to implement innovative social initiatives that empower vulnerable women and promote holistic community development.

Mission

At Ladli Foundation, we drive impactful social initiatives to ensure equitable healthcare, education, and life skills for vulnerable women. Our mission is to build a safe, gender-neutral, and inclusive society through focused action in key areas.

Focused Thematic Areas of LADLI FOUNDATION TRUST

Ladli Foundation focuses on key thematic areas:

Health: Ensuring accessible and affordable healthcare services for marginalized communities, with an emphasis on preventive care and awareness.

Education: Bridging learning gaps by providing quality education and life skills, empowering individuals with knowledge for a brighter future.

Social Protection: Advocating for and implementing measures that safeguard the rights and well-being of vulnerable populations, ensuring dignity and equal opportunities.

WaSH (Water, Sanitation, and Hygiene): Promoting hygiene and sanitation practices to improve public health outcomes and ensure access to clean water.

Livelihood: Supporting sustainable livelihood opportunities that empower individuals to achieve financial independence and economic growth.

Drug & Crime Prevention: Engaging in efforts to prevent substance abuse and crime, fostering awareness and rehabilitation programs to create safer communities.

Through these concerted efforts, Ladli Foundation strives to build a society where vulnerable population are empowered, and all individuals can lead dignified and self-sufficient lives.

LADLI FOUNDATION TRUST PROJECTS OVERVIEW

In the year 2024-25

Particulars	Details
Financial Year	2024–25
Project Name	<i>Skill Development & Social Protection Program</i>
Location	Delhi NCR, Haryana, Uttar Pradesh
Focus Area	Employability Skills, Livelihood Development, Social Security Awareness
KPIs	Youth trained; women linked with livelihood opportunities; placement support provided; awareness sessions conducted
Baseline	High unemployment among youth and women, limited awareness on social protection schemes and livelihood opportunities
Target Segment	Youth, women, marginalized communities, school dropouts
Beneficiary Selection	Mobilization through community networks, educational institutions, SHGs, and local stakeholders
Instruments of Change	Vocational training, digital literacy, entrepreneurship orientation, counselling, placement support
Sustainability & Scalability	Community-based training centres, industry partnerships, local trainer development
Stakeholder Feedback	Positive engagement from trainees, employers, local institutions, and community groups
Beneficiaries (1 Year)	20,000+ beneficiaries
Impact	Improved employability, enhanced livelihood opportunities, increased awareness of welfare entitlements

Particulars	Details
Financial Year	2024–25
Project Name	<i>Vaccination & Community Health Program</i>
Location	Delhi, NCR, Uttar Pradesh, Haryana
Focus Area	Vaccination Awareness, Public Health Outreach, Preventive Healthcare

Particulars	Details
KPIs	Vaccination awareness drives conducted; health camps organized; families mobilized; healthcare referrals supported
Baseline	Vaccine hesitancy and limited awareness in underserved urban and rural communities
Target Segment	Children, women, elderly citizens, migrant and low-income populations
Beneficiary Selection	Community identification through local health workers, schools, RWAs, and grassroots volunteers
Instruments of Change	Community mobilization, awareness campaigns, health counselling, medical outreach camps
Sustainability & Scalability	Collaboration with public health institutions and community health volunteers
Stakeholder Feedback	Appreciated by healthcare departments and beneficiary communities for awareness and outreach support
Beneficiaries (1 Year)	35,000+ beneficiaries
Impact	Improved awareness regarding preventive healthcare and vaccination uptake among target populations

Financial Year	2024–25
Project Name	<i>Drug & Crime Prevention Program</i>
Location	Delhi NCR, Punjab, Haryana
Focus Area	Substance Abuse Prevention, Youth Engagement, Crime Prevention, Counselling
KPIs	Awareness sessions conducted; youth reached; counselling sessions organized; sports and engagement activities facilitated
Baseline	Increasing substance abuse risks and juvenile vulnerability in urban and semi-urban communities
Target Segment	Youth, adolescents, students, at-risk communities
Beneficiary Selection	Schools, colleges, juvenile homes, community groups, and referrals from local stakeholders
Instruments of Change	Awareness drives, sports engagement, counselling, mentorship, life skills education
Sustainability & Scalability	Partnerships with schools, police departments, and local youth clubs
Stakeholder Feedback	Positive support from educational institutions, parents, police departments, and youth groups
Beneficiaries (1 Year)	25,000+ beneficiaries
Impact	Increased awareness against substance abuse and crime, improved youth engagement in positive community activities

Financial Year	2022- 2027
Project Name	<i>Digital Equalizer (DE) Program</i>
Location	Government Schools, Delhi
Focus Area	Digital Literacy, ICT Integration, Future Skills
KPIs	No. of digital labs established; Computers installed; % improvement in digital competency; Teacher ICT adoption rate
Baseline	Limited ICT infrastructure; low digital literacy; minimal digital classroom integration
Target Segment	Students (Classes 6–10), Teachers
Beneficiary Selection	Government schools with limited digital access, identified in coordination with education authorities
Instruments of Change	100 Digital lab setups; 100 ICT Resource Persons; structured curriculum; teacher training; monitoring system
Sustainability & Scalability	Teacher capacity building; ICT committees; integration into school timetable; replicable model
Stakeholder	Quarterly review meetings; teacher & student surveys; department consultations

Feedback	
Beneficiaries (3 Years)	100,000 lakh of students and 1000 teachers across supported schools
Impact	Improved digital literacy; enhanced classroom engagement; reduced digital divide

Financial Year	2018- 2027
Project Name	<i>Saheli Program</i>
Location	Rajasthan (Jaipur & Dausa), Delhi, Uttar Pradesh (Ayodhya), Uttarakhand (Haridwar)
Focus Area	<p>SAHELI is a comprehensive adolescent health and WaSH initiative that addresses critical gaps in menstrual hygiene management, sexual and reproductive health (SRH) awareness, and sanitation infrastructure in underserved communities and schools. By combining infrastructure development with structured health education, this programme reduces stigma, improves school attendance, and enables girls to manage their health safely and confidently.</p> <p>It integrates MHM, SRH education, behaviour change communication, and Smart WaSH infrastructure to create safe and supportive school environments. Through upgraded sanitation facilities, health workshops, and community engagement, SAHELI strengthens retention, promotes dignity, and empowers adolescent girls with knowledge and confidence for long-term well-being.</p>
KPIs	<p>Key Performance Indicators (KPIs)</p> <ul style="list-style-type: none"> • 25 Smart WaSH sanitation facilities installed in schools. • 130,000 adolescent girls and women reached through menstrual hygiene and reproductive health awareness sessions. • Improved menstrual hygiene knowledge among at least 80% of participating girls. • Safe menstrual product use and disposal systems established in all project schools. • Reduction in menstruation-related school absenteeism among adolescent girls. • Teachers and community members engaged through awareness and behaviour change sessions
Baseline	<p>Adolescent girls face limited access to safe sanitation facilities and accurate information on menstrual hygiene and reproductive health. Social stigma and lack of awareness often prevent open discussions on menstruation, leading to poor hygiene practices and discomfort during menstrual cycles.</p> <p>Many schools also lack girl-friendly toilets and proper menstrual waste disposal systems, which contributes to menstruation-related absenteeism and affects girls' confidence and participation in education. Without proper support systems, girls continue to face barriers in managing their health safely and with dignity</p>
Target Segment	Adolescent girls & women from underserved communities
Beneficiary Selection	Community-based identification through local outreach & need assessment
Instruments of Change	SAHELI drives change through health education, improved sanitation infrastructure, and community engagement . By providing menstrual hygiene and reproductive health awareness, installing Smart WaSH facilities in schools , and promoting behaviour change through workshops and community participation, the programme creates a safe, supportive environment that enables adolescent girls to manage their health confidently and continue their education without barriers.
Sustainability & Scalability	<p>The SAHELI programme ensured sustainability by engaging schools, teachers, and community members to take ownership of menstrual health awareness and sanitation facilities. Teachers and school management committees will be trained to continue health education and maintain the Smart WASH infrastructure.</p> <p>The model is designed to be low-cost, replicable, and adaptable, allowing it to be expanded to more schools and communities through partnerships with government programs, CSR initiatives, and local stakeholders. This approach enables the programme to scale and benefit a larger number of adolescent girls in the future.</p>
Stakeholder Feedback	Community feedback meetings; beneficiary surveys; partner consultations

Beneficiaries (3 Years)	130,000 adolescent girls and women
Impact	Impact Outcomes <ul style="list-style-type: none"> • Improved menstrual hygiene and health awareness among adolescent girls. • Reduced stigma and misconceptions around menstruation in schools and communities. • Better school attendance and retention of adolescent girls. • Access to safe and hygienic sanitation facilities in schools. • Greater confidence and dignity among girls to manage their health and education.

In the year 2023-24

Financial Year	2023-2029
Project Name	<i>The “Resilient Communities and Schools through WaSHE Initiatives”</i>
Location	Bijapur [Karnataka]
Focus Area	The “ Resilient Communities and Schools through WaSHE Initiatives ” project focuses on improving Water, Sanitation, Hygiene, and Health (WaSHE) in schools and communities , with special attention to adolescent girls’ health, menstrual hygiene management, and safe sanitation access .
KPIs	Key Performance Indicators (KPIs) <ol style="list-style-type: none"> Coverage <ul style="list-style-type: none"> • 18 Government schools upgraded with WaSHE facilities. • 19 schools and 2 community toilet complexes covered across 3 blocks. • 15,000+ beneficiaries reached including students, women, youth, and community members. Infrastructure Development <ul style="list-style-type: none"> • Construction/renovation of school and community toilets. • Installation of handwashing units, water facilities, sanitary pad vending machines, and incinerators. • Hi-tech WaSHE toilets functional in targeted schools. Awareness & Behaviour Change <ul style="list-style-type: none"> • Conducted menstrual hygiene awareness sessions for adolescent girls. • Organized WaSH campaigns such as <i>Swachhta Day, World Water Day</i>, and hygiene bootcamps. • Community participation through “Paint Your Pledge” sanitation campaigns. Capacity Building & Governance <ul style="list-style-type: none"> • Formation of Children’s Cabinets and WaSHE Cabinets in schools. • School Development Management Committees (SDMCs) and PRI representatives engaged for monitoring and sustainability. Joint monitoring meetings conducted with stakeholders.
Baseline	In target schools and communities, access to safe and adequate WaSH (Water, Sanitation, and Hygiene) facilities was limited . Schools often lack functional toilets, handwashing stations, and proper water supply , particularly affecting adolescent girls. Low awareness about hygiene practices and menstrual health leads to poor sanitation habits and discomfort among students. Inadequate sanitation infrastructure and stigma around menstruation also contribute to school absenteeism among girls . Additionally, community sanitation facilities and hygiene awareness are insufficient , resulting in health risks and poor hygiene practices among students and community members. These challenges highlight the need for improved WaSHE infrastructure, awareness, and community engagement to create healthier and more resilient schools and communities.
Target Segment	Adolescent girls in schools and rural communities
Beneficiary Selection	Schools and rural communities identified through local coordination
Instruments of Change	The WaSHE Initiative drives change through a combination of improved sanitation infrastructure, hygiene education, and community participation . By upgrading school

	and community toilets, promoting menstrual hygiene awareness, and engaging students, teachers, and local governance bodies, the program encourages better hygiene practices, improved health, and sustained use of WASH facilities in schools and communities.
Sustainability & Scalability	The WASH Initiative ensures sustainability by engaging schools, School Development Management Committees (SDMCs), and local governance bodies (PRI) to take ownership of the sanitation facilities and hygiene practices. Regular awareness sessions, student-led Children’s Cabinets , and teacher involvement help maintain long-term behavioural change and proper use of WASH infrastructure. The model is replicable and scalable , allowing expansion to more schools and communities through partnerships with government programs, CSR initiatives, and local stakeholders , thereby extending safe sanitation and hygiene awareness to a larger population.
Stakeholder Feedback	Feedback sessions with girls; teacher consultations; local authority coordination
Beneficiaries (3 Years)	Thousands of adolescent girls directly reached. Rural programs have improved living standards in over 1,350 villages and slum areas. They have increased school attendance, reduced disease rates, and raised awareness about government programs. The organization’s work in tribal regions has sparked lasting behavioural and infrastructure changes
Impact	<p>Outcome / Impact</p> <ul style="list-style-type: none"> • Improved access to safe sanitation and WASH facilities in schools and communities. • Enhanced menstrual hygiene awareness and practices among adolescent girls. • Reduction in school absenteeism among girls due to improved sanitation facilities. • Stronger community ownership through SDMCs, PRI engagement, and youth participation. • Improved hygiene behaviour and health practices among students and community members

Particulars	Details
Financial Year	2023–24
Project Name	<i>Women Empowerment & Gender Justice Initiative</i>
Location	Delhi, NCR, Uttar Pradesh, Rajasthan, Uttarakhand
Focus Area	Women Leadership, Gender Equality, Legal Awareness, Livelihood Promotion
KPIs	No. of women trained; leadership sessions conducted; women linked to government schemes; awareness campaigns organized;
Baseline	Limited access of women to leadership opportunities, low awareness on gender rights, weak participation in community decision-making
Target Segment	Women and adolescent girls from marginalized and low-income communities
Beneficiary Selection	Community outreach through local volunteers, SHGs, schools, local bodies, and grassroots networks
Instruments of Change	Capacity-building workshops, legal literacy sessions, leadership development, counselling, digital awareness, advocacy campaigns
Sustainability & Scalability	linkage with government schemes, local women leaders trained as peer educators
Stakeholder Feedback	Positive response from women participants, local administration, educational institutions, and community leaders
Beneficiaries (1 Year1)	20000+ women and girls
Impact	Improved participation of women in local governance, enhanced awareness on rights and entitlements, increased confidence and social inclusion

Particulars	Details
Financial Year	2023–24
Project Name	<i>Disaster Relief & Humanitarian Response Program</i>
Location	Delhi NCR, Uttarakhand, Uttar Pradesh, Punjab
Focus Area	Emergency Relief, Food Distribution, Hygiene Support, Rehabilitation Assistance
KPIs	Relief kits distributed; families supported; volunteers mobilized; medical and hygiene camps organized
Baseline	Vulnerable communities affected by natural disasters, economic distress, and emergency situations with limited access to relief support
Target Segment	Disaster-affected families, migrant workers, women, children, and vulnerable populations
Beneficiary Selection	Identification through district administration, community leaders, local NGOs, and field assessments
Instruments of Change	Distribution of food kits, dry ration, medicines, hygiene kits, temporary support services, volunteer engagement
Sustainability & Scalability	Community-based disaster preparedness, volunteer training, partnerships with local authorities and institutions
Stakeholder Feedback	Appreciated by district administrations, local communities, volunteers, and social partners for timely interventions
Beneficiaries (1 Year)	30,000+ beneficiaries
Impact	Immediate humanitarian support to vulnerable populations, reduced distress among affected communities, strengthened local response mechanisms
Particulars	Details
Financial Year	2023–24
Project Name	Health & Immunization Awareness Program
Location	Delhi, Haryana, Uttar Pradesh, Punjab
Focus Area	Immunization Awareness, Maternal & Child Health, Community Health Outreach
KPIs	Awareness sessions conducted; children immunized; health camps organized; frontline workers engaged
Baseline	Low awareness regarding routine immunization and preventive healthcare among underserved communities
Target Segment	Pregnant women, lactating mothers, children, adolescents, and low-income families
Beneficiary Selection	Community mobilization through ASHA workers, Anganwadi centres, schools, and local health institutions
Instruments of Change	Health camps, vaccination awareness drives, door-to-door counselling, IEC campaigns, referral support
Sustainability & Scalability	Strengthened coordination with health departments and local health workers for continued outreach
Stakeholder Feedback	Positive feedback from health officials, frontline workers, and beneficiary families
Beneficiaries (1 Year)	30,000+ beneficiaries
Impact	Increased awareness on immunization and preventive healthcare, improved community participation in health services

In the year 2022-23

Particulars	Details
Financial Year	2022–23
Project Name	Disaster Relief & Community Support Initiative
Location	Delhi NCR, Uttar Pradesh, Uttarakhand
Focus Area	Emergency Relief, Food Security, Community Support
KPIs	Relief material distributed; families supported; volunteers engaged; emergency response activities conducted
Baseline	Vulnerable communities facing socio-economic distress and limited access to emergency

Particulars	Details
	support services
Target Segment	Low-income families, migrant workers, women, children, disaster-affected communities
Beneficiary Selection	Field surveys, coordination with local authorities, community outreach mechanisms
Instruments of Change	Relief distribution, volunteer mobilization, emergency assistance, community outreach
Sustainability & Scalability	Strengthened volunteer networks and partnerships with local stakeholders
Stakeholder Feedback	Timely relief interventions appreciated by communities and district administrations
Beneficiaries (1 Year)	20,000+ beneficiaries
Impact	Immediate support provided to vulnerable families during crisis situations and emergencies

Particulars	Details
Financial Year	2022–23
Project Name	Health & Immunization Outreach Program
Location	Delhi, Haryana, Uttar Pradesh
Focus Area	Preventive Healthcare, Immunization Awareness, Community Health
KPIs	Health awareness sessions; immunization drives supported; families reached; health camps conducted
Baseline	Lack of awareness regarding immunization and preventive healthcare practices in underserved communities
Target Segment	Mothers, children, adolescents, vulnerable households
Beneficiary Selection	Community mobilization through health workers, schools, and local volunteers
Instruments of Change	IEC campaigns, counselling, health camps, community awareness activities
Sustainability & Scalability	Ongoing community awareness mechanisms through local volunteers and health institutions
Stakeholder Feedback	Positive response from frontline workers, families, and local institutions
Beneficiaries (1 Years)	20,000+ beneficiaries
Impact	Increased awareness regarding routine immunization and preventive healthcare practices among target groups

Human Resource

Sr no	Types	No. of Employees
1	Management Staff	12
2	Programme Managers	11
3	Account and Admin staff	4
4	Project Staff	69
	Total	96

Donor Partnerships

Honeywell

AIF | AMERICAN
INDIA
FOUNDATION

G Girl
Effect

JSI
INDIA



Adobe

**standard
chartered**

IDBI BANK



ओएनजीसी
ONGC



UPSACS
UTTAR PRADESH STATE AIDS CONTROL SOCIETY



N.S.D.C
REIMAGINE FUTURE

**Bharat
Petroleum**



HPCL-MITTAL FOUNDATION





HISTORY AND MAIN OBJECTS

Corporate profile

Our trust was registered and incorporated in New Delhi (Delhi) on August 13, 2012, as a Trust under Indian Trust Act 1882.

Registered Office of our Trust

The Registered Office of our Trust is located at LADLI FOUNDATION TRUST at C3, Qutub Institutional Area, Katwariya Sarai. New Delhi-110016. There have been no changes to our Registered Office since incorporation.

Main objects of our Trust as stated in the Memorandum of Association are: organization sets the following goals for the upliftment and welfare of the tribal, economically weaker sections of the Trust and the handicapped people living in the villages situated within the periphery of its working area.

1. The Mission of The Ladli Foundation will be for promoting the One Earth One Health approach by spearheading transformative social endeavors. Our goal is to provide fair access to healthcare, education, and essential life skills for the most marginalized communities. It will be dedicated for safeguarding the fundamental human rights of most vulnerable population across the globe and fostering equality and gender sensitivity within the society. It also envisions to raise global awareness about the importance of scientifically proven Indian traditional practices of sustainable living and advancing its responsible utilization.
2. That the Ladli Foundation also aims to establish a global community dedicated to advocating for international policies and implementing effective strategies and programs that prioritize comprehensive women's health, including maternal and child health, in developing nations to achieve gender equality and other global goals.
3. To achieve its mission, aim and objective the organization will establish its separate international / regional units, wings, chapters or franchisees across the world by involving the people from global communities.
4. That the primarily the organization will set up or establish the its International chapter as "Ladli Foundation International" and global regional chapters such as Ladli Foundation Africa, Ladli Foundation Europe, Ladli Foundation Australia, additionally it will change in the name of its existing chapter of "Ladli Foundation USA" to Foundation America".
5. That the organization will execute all kinds of work, program, projects, corporate and international partnerships, tenders and RFP's of international developments agencies, philanthropic organizations, UN agencies family educational institutions, govt /semi foundations, government / federal / state /PSU/PSE's, corporates and MNC's related to advancement of hygiene, sanitation, primary health, Information Education and Communication (IEC), women empowerment, ESG, advancement of one health approach, sustainability and related to all the UN sustainable development goals.
6. That the organization will execute and work for bringing technological and non-technological promoting students and youth engagements participation in volunteering for community development services through social internship, youth exchange, cultural exchange, tourism-based volunteering corporate employees volunteering etc.
7. That the organization may publish launch its volunteering /community development service programs and its training modules, syllabus and other relevant content in the form of books, e-books, video's, podcast, AV's and other digital and non-digital formats whichever will be available.
8. To work for women participation, political and nonpolitical representation in the government for public welfare promoting their democratic, constitutional rights.
9. To work for awareness and provide assistance to needy people about their Constitutional/legal Rights and information about Govt. Policies and connecting them with govt welfare schemes through one stop centers.
10. To utilize invest its corpus funds into government bonds / SIPS/ equity / public listed shares / mutual Funds / to generate the income for its administrative expenses, program expenses, organizational developments, development of innovation for social goods and other research and development purpose aligned with the mission and aims and objectives of the trust / organization
11. To Form Self-Help Groups (SHG's) in all working villages, cities, towns etc. and promote savings and credit among themselves for better employment avenues to attain self-reliant.
- 12 That trust will organize and collaborate for other organizations for conducting ma88 marriages Wedding ceremonies initiatives for ensuring social Security of vulnerable women by providing financial assistance for same to intended underprivileged beneficiaries
13. To Conduct and execute Research, Studies, Projects, Programs, CSR Activities for the overall development and welfare of the Society and people from all the sections of society and community.
14. To Implement Corporate Social Responsibility (CBR) Projects of Various Corporates /PSU's /Private Companies and all types of Government/ Non-Government Organizations
15. For the advancement and expansion at international level of its initiatives " programs, projects events namely Shagun,

Saheli, Sashakt Divynag, Run for Laadla, Laadli Rakshak, Laadli Kanyapujan, Sashakt, Swabhimaan, Ashirwaad, punurutthan Shakti Saheli IEC Saheli Anemia Eradication, JOSH, menstrushala, Voltour, social internship, myvol, the inspiring women and other future programs.

16. To Conduct/run Preventive Healthcare and sensitization Camps, Swachhta Pakhwada I Mobile camps, mobile ambulances /vans.

17. To purchase, trade / supply and Installation of Sanitary pad vending machines and sanitary pad Incinerators all types of Sanitary pads Anti-Pollution Masks, Sanitizers and all type of hygiene and sanitary and sanitation related items.

18. To renovation and beautification of public toilets / government properties / heritage properties /monuments parks and gardens /roads /buildings etc.

19. That To open, found, establish, promote set up, maintain, assist, finance, support and/or aid or help in setting up and/or maintaining or running hospitals, nursing homes, Maternity Homes, clinics, dispensaries, Mobile Hospital & Ambulance, Medical Institution of Ayurvedic, Homeopathic or Allopathic, Survey, Acupuncture, Acupressure, Naturopathy or any other modes of treatment and establishment for providing medical relief, medicine facility to the poor sick, infirm people further to accept donation/s in the above context.

20. That establish or Run Orphanage Temple, Meditation Yoga Center, Spiritual Training Center/ Institutions /University and will organize all kind of Activities for the advancement of spiritualism, Communal Harmony, Advancement and Promotion of traditional & Cultural Values Festivals /Rituals of All Religions / Communities , Advancement of Human Values and Ethics / Awareness Generation to achieve Equality, Inclusive Society and to eliminate social taboos

21. To Conduct Seminars, Conferences, Summits, Marathons, Sports Events, Community Engagement Programs, Sensitization Programs for Awareness Generation of All the Governmental and Non-Governmental Issues / Social Issues related to people of All Sections of The Society

22. To Run Publications, Channels, Media Institutions and to publish News Editions, Magazines and journals, research papers, study reports, detailed project reports etc.

23. To Establish & Run Academic/Technical/Management and Skill Training centers, Institutes, Collages, Research Centers, libraries & Universities.

24. To Work for Education, Health, Well-being, Livelihood & Holistic development and Empowerment of Women's, Persons with Disabilities, Scheduled cast/Scheduled tribes /other backward classes/LGBTQ Communities and Underprivileged Section of The Society

25. To Implement & Run all kind of Programs/projects for achieving All Sustainable Development Goals of United Nation.

26. That trust will run vocational training institutes and skill developments training center for various courses for Persons with Disabilities and for all sections of the society.

27. That trust will start work for awareness of Global warming, wastage of natural resources, other beneficiaries act to save environment, and natural resources for benefit of environment and awareness and execution for save all-natural resources like Drinking water, Tree, Coal, Minerals, petroleum etc

28. To work for promotion Development of Recycling Culture of all Daily Utility Products like Paper & Paper Products, Plastic, Glass, and all recyclable items. To run Recycling factories, mills manufacturing units of all recyclable goods like paper, drinking water etc. for benefit of environment.

29. To Implement Awareness Generation Programs I Information, education and communication (IEC) Activities of Government/ Non-Government Organizations

30. To Establish & Run Hostel & Residential Coaching Centers for Advance level Trainings and orientation programs and Preparation of Competitive exams.

31. To establish & Run Production and Media House/ Radio Station for Production & Publish all types of Audio /Video Advertisements /feature films /short films/ outdoor Hoardings, Campaigns /Magazines/Blogs/Newspapers for creating Awareness of All Types of Social Issues and Govt. Schemes.

32. To purchase/lease land and plots/ constructed space from concerned authority and construction of buildings to establish institutions for above mentioned objectives.

33. To make correspondence in lawful manners with authority concerned for the solution of social/civic problems of the member of the society and for the Public in General.

34. To start Health Clinic, Hospital, Family Welfare Center, healthy awareness, social awareness, Mobile Medical Van with up to date ambulance and emergency medical program.

35. To invite and conduct Programme and concerts with artists from different countries to share their music, cultures, tradition and heritage and facilitate their interaction with great artists, folk, musicians, painters and dancers etc. from India, thus promoting Indian art culture and music in the world in return

36. To Organize International/National/State level cultural and business exchange program tours/ seminars/ conferences/ summits / Awards functions

37. Organizing Panel Discussion and Conducting Workshops for Policy Analysis and Reforms.

38. To work on environmental issues and create awareness about Stop Using Single Use Plastic/tree Cutting /All type of Pollution and to save all-natural resources like Drinking water, Tree, Coal, Minerals, petroleum etc.

39. To open branches/units/associates/franchises in other districts, states & countries and connect them with the national Council to develop Global Network.

40. To solve the problems of unemployment, promote self-employment & employment by organizing various camps, employment job fairs, seminars, exhibitions, workshop, vocational training programs etc. Open vocational training programs with the help government.
41. To get associated with NYKS, NSS, scout & organize Programme with them & open sports, youth clubs, youth development centers etc.
42. To organize adventure camps, promote various types of sports, yoga, gymnastic, martial arts, cricket, and football. Also develop health clubs, sports clubs, play grounds, swimming pool, stadiums etc. To organize district, state, national & international level tournament.
43. To acquire, purchase, take on lease/on rent otherwise acquire land and building and other properties, movable or immovable, within the society for they may think proper to acquire concerned authority.
44. To accept the all types of request, gifts, donations, Grants, CSR Funds, Royalty and subscription to accumulate and raise funds or endowments and or to invest sum and Utilize the income arising there from to use the capital there for any of objective of the society.
45. To do all other such things may be conducive to the development of the education, Commerce, technical and medical and entertainment of the attempt of above Objectives Or any of them.
46. To perform all such acts, as may be necessary for the Achievement and accomplishment of the above-mentioned aims and objectives.
47. To strive to eradicate social evils like dowry system caution the messages against the use of drugs and to counter bail the strident force of terrorism.
48. To run school, colleges, coaching centers, libraries, Voluntary Welfare Organizations, and other similar activities and institutions and, higher education institute etc. after approved by the competent authorities.
49. To work as an Arbitrator or a helping organization to resolve the difference in between the Members of Society and between the Public in General. To help to avoid clashes on any point of Difference between any two or more.
50. To undertake various activities that will arise and develop the feeling of the unity and affections amongst Public in General.
51. To work and aid for the welfare for the students, needy people, deserving people and weaker sections of the society below poverty line specially from slum & tribal area and area we are living in.
52. Society can raise loan from any financial institutions/banks for smooth running and development of society work.
53. To File Writ Petitions/Public Interest litigations /Complaints in all the matter related benefit of Society/ Governance/ corruption and policy amendments Implementations.
54. Trust can have affiliation with or membership of renowned Societies/ Government/ Non-Government/international development /funding organizations educational institutions/universities. In anywhere in INDIA and abroad.
55. To generate funds from Indian as well as foreign patrons and corporations' organizations to sustain the cultural and social work for the Society.
56. To establish, maintain, manage and control and shelters for the use of general public at the time of festivals, social educational functions and meals etc., with the permission of concerned authorities and also make best efforts for sanitation and security in those functions.
57. To erect, construct, alter, maintain, sell lease mortgage, transfer, improve, develop, manage and control all or any part of the property or the building of the above society, necessary or convenient for the purpose of the attainment of the Aims and objects of the Society.
58. To offer medical treatment, care and other help for elderly artist who have served the society and cannot take care of themselves.
59. To give awards to young as well as established artists, individuals or institutions of various fields.
60. To enter into partnerships with important cultural organizations from all over the world for the purpose of development and enrichment of Music, art and culture.
61. To start, establish, run, takeover or manage and maintain schools, college, Universities, Polytechnic Institutes and Like, with an object or provide primary, Middle, secondary, higher Undergraduate and Post Graduate education to students by seeking recognition. And to get the Loan from any Bank in NCT of Delhi or India.
62. To arrange and manage the training schools, college, vocational center and other discipline on the different subjects related to education.
63. To promote literacy, cultural and other activities, by awareness programs, adult education classes, lectures, competitions, symposiums, seminar workshop and conferences.
64. To accept donations, grants, presents, gifts and other offerings in the shape of moveable and/or immovable properties for the attainment of the Aims and Objects of the Trust.
65. To purchase/acquire the land and/or building in the name of the Trust for the upliftment and fulfillment of the Aims and Objects of the Trust.
66. To do such other things/acts/activities which are necessary and which may be incidental or conducive to the attainment of any object of the Trust.
67. All the incomes, earnings, moveable/or immoveable properties of the Trust shall be solely utilized and applied towards the promotion of its Aims and Objects only as set forth in the trust deed and no profit thereof shall be paid or transferred

directly or indirectly by way of dividends, bonus, profits or in any manner whatsoever to the present or the past members of the society or to any person claiming through any one or more of the present or the past members. No trustee of the trust shall have any personal claim on any moveable or immoveable properties of the trust or make any profits whatsoever, by the virtue of this trusteeship.

68. To provide food, clothes, medical aid, and libraries to the general public.

69. To open, found, establish, promote, set up, run maintain, assist, support and/or help the various community development programs/activities and also construct and develop the community Halls, Marriage Homes, Night Shelter, Shochalayua (Convenient / public toilets) Old age homes, orphanage, health care centers, Charitable Dispensaries, Hospitals, Mahila ashram and other buildings/institutions for use of general public and for the welfare of the general public.

70. To make adequate arrangements and start rehabilitation centers for destitute, widows, women, poor beggars, orphans, handicapped, blinds, deaf, dumb, mentally retarded and for other needy people.

71. To help poor and indigent persons in marriages of their sons and daughters by way of cash donation or otherwise and to distribute clothes, Food and other necessities of daily life amongst the poor, orphan and indigent persons.

72. To give, provide and/or render monetary and/or other help and assistance for the relief of persons and animals affected by natural and other calamities such as flood, fire famine, cyclone, earthquake, storm, accident, drought, epidemic, unbearable cost of living etc.,

73. To approach to the competent authorities or court/courts to safeguard the rights to the general public and for the public interests from time to time as the society may deem fit and proper.

74. To receive financial and non-financial assistance from Government/Non-Governments Organization, International Agencies, Banks and any other legal entity or individual.

75. To accept Gifts/donations either in case or kind which be made by. any philanthropic institutions/person, corporate bodies, government or members of the public, who are in sympathy with the aims and objectives set out above or by any other person, organization or entity whether in India or outside.

76. To undertake programs, projects and research or work that will encourage any action that results in the social and charitable purposes.

77. Make donations or contributions for attaining and in furtherance of the objects of the trust.

78. To promote, aid, assist, help, finance, guide, organize, plan undertake develop, maintain, carry on channelize, and co-ordinate scientific research, development, demonstrating, training and extensions in the fields of agriculture, horticulture, agro-forestry, social forestry, tree and crop management, forage production bio-mass, Bio mining irrigation, soil-conservation, water and water shed management dry-land farming development of waste renewable sources of energy, environmental protection.

79. To apply and acquire and land from the authorities concerned for the purpose of welfare and charitable of Trust.

80. To do such other things/acts/activities, which are, necessary and which may be incidental or conducive to the attainment of any of the objects of the trust.

Details of any acquisition or amalgamation in the last one year

Our Trust has not entered into any acquisitions or amalgamation with any entity in the one year preceding the date of this Draft Prospectus.

Details of any reorganization or reconstruction in the last one year

Our Trust has not undergone any reorganization or reconstruction in the one year preceding the date of this Draft Prospectus.

Key terms of material agreements and material contracts

Other than the below mentioned agreements, our Trust has not entered into any other material agreements and material contracts which are not in the ordinary course of business, in the two years preceding the date of this Draft Prospectus

Subsidiaries, Associates and Joint Ventures

As on the date of this Draft Prospectus, our Trust does not have any subsidiaries, associates, or joint ventures.

Major events and milestones

The table below sets forth some of the major events and milestones of our Trust:

Financial year	Milestone
2017–18	Organized <i>Run for Ladli</i> , with participation of over 25,000 youth pledging to stop crime against women; the event was inaugurated by the Hon'ble Home Minister of India, Shri Rajnath Singh Ji
2019–20	Implemented <i>Sashakt Divyang</i> initiative focused on empowerment and inclusion of persons with disabilities
2022–23	Led COVID-19 vaccination drives and organized at large-scale in Rajasthan and organized Vaccithon to address vaccine hesitancy in communities
2023–24	Addressed malnutrition among over 8 lakh government school students through targeted health and nutrition interventions in innovative way
2025–26	Established more than 100 computer labs in 100 Delhi govt schools, inaugurated by the Hon'ble Chief Minister of Delhi
2026–27	Organized a mass wedding of 51 couples, event graced by the 14th President of India Shri Ram Nath Kovind Ji and Hon'ble Chief Minister of Delhi Smt. Rekha Gupta Ji

Key awards, accreditations or recognition

Calendar year	Award
2024	Entrepreneurship Champion Award
2024	Champion of Social Sector Award
2022	Best NGO Leader Award
2020	Birla Young Indian Award (NGO Category)
2019	National Youth Award (Organization Category)
2019	Swachhta Pakhwada Award
2018	National CSR Excellence Award
2018	Indian CSR Award
2018	Ms. India Legacy Award
2016	National Gaurav Award by Indian Braveheart
2016	National Women Achiever Award
-	Rashtriya Prernadoot Award
2019	Commendation Roll by Commissioner of Police, Delhi
2021	Commendation Roll by Commissioner of Police, Delhi
2021	Commendation Roll by Commissioner of Police, Delhi
2022	Best Grassroots NGO Award

OUR MANAGEMENT

Board of Trustee or Governing Body

As of the date of this Draft Prospectus, we have three Trustee on the Board.

Sr. No.	Name, Age, Designation, Date of Appointment and Address	Other Memberships
1.	<p>Devendra Kumar Age: 39 Years Designation: Founder Trustee Education Qualification: BSW, MBA Pan: AREPK7705M Addhar: 654650937635 Date of Appointment: August 13, 2012 Address: H. No-278, Block No-9, Dakshin puri Ext., Pushpa Bhavan S.O., South Delhi, Delhi-110062.</p>	<p><i>Indian Companies</i> AVDHESHANANDG MISSION</p> <p><i>Foreign Companies</i> NIL</p>
2.	<p>Ms. Kamini Age: 27 Years Designation: Trustee Education Qualification: MSW Pan: GYPPK7777F Addhar: 435646115632 Date of Appointment: June 28, 2024 Address: D-2nd-233, Madangir, Dr Ambedkar Nagar, South Delhi, Delhi-110062</p>	<p><i>Indian Companies</i> NIL</p> <p><i>Foreign Companies</i> NIL</p>
3.	<p>Anita Gupta Age: 49 years Designation: Secretary Education Qualification: 10th Pan: BWPPG5905E Addhar: 964543432604 Date of Appointment: August 13, 2020 Address: 9/278, Dakshin puri, Pushpa Bhawan S.O., South Delhi, Delhi-110062.</p>	<p><i>Indian Companies</i> NIL</p> <p><i>Foreign Companies</i> NIL</p>

Brief Profile of the Trustee of Our Trust

Devendra Kumar

Devendra Kumar, a self-made social reformer, emerged from a crime-prone slum where he and his infant sister were abandoned. Enduring poverty and adversity, he overcame challenges to establish the Ladli Foundation, focusing on vulnerable populations. Honored with national awards and praised by multiple Indian Presidents, his gender sensitization initiatives, recognized by the UN Secretary-General, showcase his global impact. He's a prominent policy analyst, speaker, and founder of the Ladli Foundation USA and the South and East Asia Foundation. He is not just a diplomat but a catalyst for gender-sensitive societal reform, fostering inclusivity worldwide. His mantra, Society is like a Canvas, it's you who need to paint it beautifully, fuels his commitment to transformative leadership and inclusive change.

Ms. Kamini Vaid

Ms. Kamini Vaid stands as a dynamic force in the realm of social transformation. Armed with a master's degree in Social Work, she channels her educational background into an unwavering commitment to address intricate social challenges, championing justice and empowerment for marginalized communities. Her resolute dedication finds expression in her visionary endeavors, such as pioneering workshops and counseling sessions to establish sustainable menstrual health practices. Ms. Vaid's expertise extends to proficient organizational and managerial skills, evidenced

through project execution, budget management, and effective stakeholder collaboration. Her impactful contributions have garnered international recognition, including the esteemed Diana Award from the UK Government, alongside commendation by the Delhi Commissioner of Police, underlining her fervor for uplifting disadvantaged women. Currently spearheading communications and operations at Ladli Foundation Trust, she personifies a transformative leadership spirit.

Anita Gupta

Ms. Anita's journey embodies the intersection of gender justice, child protection, and women's economic empowerment. A survivor of gender-based and familial violence, she was brutally assaulted for exercising her right to refuse marriage in a deeply patriarchal setting. Yet, she chose resilience over retreat. Beginning work at the age of 16 with a home-based sewing machine, Ms. Anita assumed responsibility for her elderly mother and two orphaned children abandoned due to domestic violence and marital separation. Through self-reliance and perseverance, she achieved financial independence, ensured the education and secure settlement of both children, and emerged as a self-made woman leader. Her lived experience became a foundational inspiration for Ladli Foundation's mission to protect vulnerable women and children. As a Trustee, her leadership and compassion have contributed to safeguarding thousands of at-risk children, reinforcing community-based responses to gender-based violence and systemic neglect. Ms. Anita represents the transformative power of survivor-led leadership—demonstrating how dignity, economic empowerment, and lived resilience can drive sustainable social impact aligned with global human rights and SDG commitments.

Key managerial staff of our Trust

Set forth below are the details of the Key managerial staff:

Devendra Kumar (Managing Trustee cum CEO)

Devendra Kumar, a self-made social reformer, emerged from a crime-prone slum where he and his infant sister were abandoned. Enduring poverty and adversity, he overcame challenges to establish the Ladli Foundation, focusing on vulnerable populations. Honored with national awards and praised by multiple Indian Presidents, his gender sensitization initiatives, recognized by the UN Secretary-General, showcase his global impact. He's a prominent policy analyst, speaker, and founder of the Ladli Foundation USA and the South and East Asia Foundation. He is not just a diplomat but a catalyst for gender-sensitive societal reform, fostering inclusivity worldwide. His mantra, Society is like a Canvas, it's you who need to paint it beautifully, fuels his commitment to transformative leadership and inclusive change.

Pankhuri Singhal (Additional CEO)

She is an enthusiastic grassroots-level social worker and action-research development professional actively working to protect the rights of women and children in marginalized sections of society. She is known for implementing action-research programs for the holistic development of women and children in rural and urban slums of India

Performance appraisal process

We have a periodic performance appraisal process for our employees, wherein the increments and incentives are paid on the basis of the target achieved by such employees that are set at the beginning of the year.

Remuneration of Trustee

The trustee of the trust does not receive any remuneration from the trust.

Interest of the Trustee

- None of the Trustee are interested in the promotion of our Trust.
- Except as stated in ‘ – *Shareholding of Trustee in our Trust* ’, none of our Trustee are interested in their capacity as a member of any firm or Trust and no sums have been paid or are proposed to be paid to any Director or to such firm of Trust in which he is interested, by any person, in cash or shares or otherwise, either to induce them to become, or to help them qualify as a director, or otherwise for services rendered by him or by such firm or Trust , in connection with the promotion or formation of our Trust .
- No contribution has been made by the Trustee as part of the Issue or separately in furtherance of the objects of the Issue.
- None of our Trustee’ relatives have been appointed to an office or place of profit. Our Trustee have no interest in any property acquired or proposed to be acquired by our Trust in the preceding two years of filing this Draft Prospectus. No benefit/interest will accrue to our Promoter/Trustee out of the objects of the Issue.
- None of our Trustee have any financial or material interest in the Issue.

Other understanding and confirmations

Our Trust confirms that the permanent account number of our Trustee has been submitted to the Stock Exchanges at the time of filing this Draft Prospectus.

Details of change in Trustee of our Trust for the financial years ended March 31, 2025, March 31, 2024, March 31, 2023, and till the date of this Draft Prospectus:

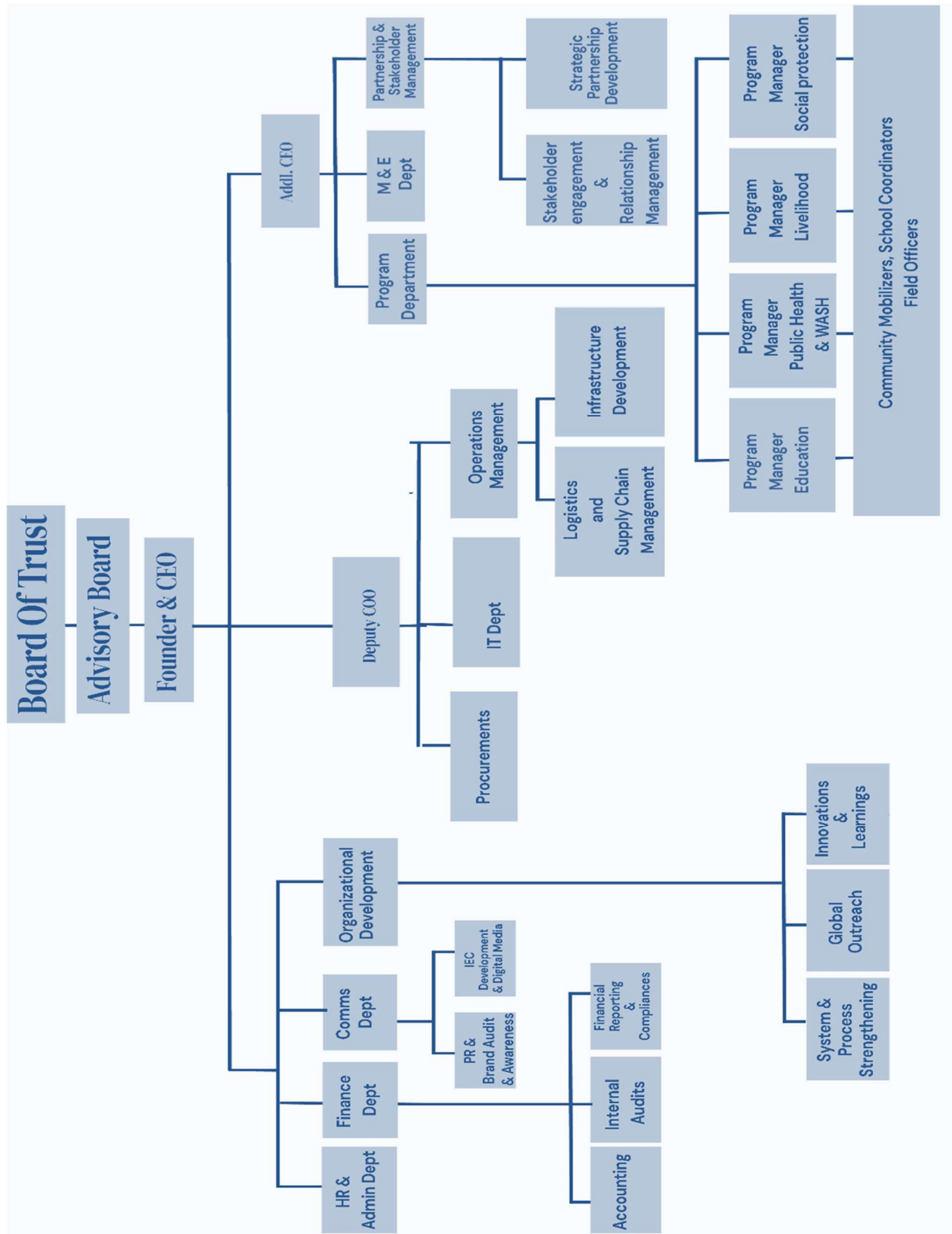
There has been no change in the Directors of our Company for the financial years ended March 31, 2025, March 31, 2024, March 31, 2023, and till the date of this Draft Fund-Raising Document

Meetings of our Governing Body between April 01, 2025 to till March, 2026:

Set forth below are the details of the meeting held of our Governing Body:

Sr. No.	Date	Key items covered in the meeting
1	December 1, 2025	Authorization of a trustee to represent the organization in legal matters
2	December 15, 2025	Additional FCRA Utilization Bank Account on behalf of Ladli Foundation Trust

Organization Structure



Roles and responsibilities of staff and volunteers:

Sr. no	Designation	Role
1.	Business development & Partnership Director	Leads strategic partnerships, donor engagement, and resource mobilisation for organisational growth. Oversees high-level collaboration and business development efforts.
2.	Manager (Business development)	Supports partnership building, proposal coordination, and relationship management with external stakeholders. Assists in fundraising and institutional linkages.
3.	Manager (Partnership)	Manages partnerships with institutions, networks, and collaborators to strengthen programme reach. Ensures coordination and follow-up with key partners.
4.	Manager (Program)	Oversees programme planning, execution, and coordination to ensure activities are delivered effectively. Tracks progress and supports timely implementation.
5.	Manager (Administration)	Looks after administrative operations, logistics, and office management functions. Ensures smooth day-to-day internal functioning.
6.	Manager (Human Resources)	Handles recruitment, staff management, and HR-related processes within the organisation. Supports employee records, coordination, and policy compliance.
7.	Science, Technology, Engineering and Mathematics Coordinator	Coordinates STEM-related programme activities, workshops, and educational sessions. Supports implementation of technical learning components.
8.	Senior Technical Consultant	Provides specialised technical guidance for programme delivery and quality improvement. Supports troubleshooting and technical inputs where required.
9.	Senior Accountant	Manages accounts, financial records, and expenditure tracking for the organisation. Supports budgeting, reporting, and financial compliance.
10.	Tax Consultant	Provides support on taxation matters, statutory compliance, and regulatory requirements. Ensures adherence to financial and legal norms.
11.	Monitoring and Evaluation Officer	Handles monitoring and evaluation processes through data collection, tracking, and reporting. Supports assessment of programme outcomes and performance
12.	Monitoring and Evaluation Assistant	Supports data collection, record maintenance, and reporting processes related to programme monitoring and evaluation. Assists in tracking outputs, compiling information, and maintaining documentation.
13.	Research and content Associate	Supports research, documentation, and development of content for programmes, reports, and communication materials. Assists in compiling information, drafting written outputs, and maintaining knowledge resources.
14.	Head, Media Production	Leads media content production for programme visibility through photography and videography documentation.
15.	Executive, Marketing	Supports promotional activities, branding, and marketing outreach for the organisation. Assists in communication and visibility efforts.
16.	Graphic Designer	Develops visual content for communication materials, campaigns, reports, and outreach activities. Supports branding and creative design requirements across organisational initiatives
17.	Web Developer	Manages website development, updates, and technical maintenance of digital platforms. Supports online functionality, user experience, and web-based communication needs.
18.	Program Trainers	Conduct training sessions and facilitate learning activities for programme participants. Support knowledge-building and skill development objectives
19.	Manager, District	Oversees district-level programme implementation and field coordination. Ensures local monitoring and smooth execution of activities.
20.	Fellow	Supports programme implementation, research, coordination, or special projects as assigned by the organisation. Contributes to learning, documentation, and day-to-day programme support.
21.	Manager, Skill Centre	Supervises operations of the skill centre and ensures proper implementation of training activities. Monitors participation, delivery, and centre performance.
22.	Outreach and Workshops	Organises outreach activities and workshop-based engagement with target groups. Supports mobilisation, awareness, and participant interaction.

23.	Field Coordinator	Coordinates field activities and supports implementation at the community level. Acts as a bridge between programme teams and beneficiaries.
24.	School Coordinators	Coordinate programme activities at the school level and act as the primary link between the organisation and school stakeholders. Support implementation, student engagement, reporting, and day-to-day coordination within assigned schools.
25.	Technical Assistant	Provides operational and technical support for programme activities, tools, and implementation requirements. Assists teams in ensuring smooth execution of technical tasks and field-level coordination.

Donation

Sr. No.	Name of Donors	2023-24	2024-25	2025-26
1	JSI Research and Training Institute	1,88,84,645		
2	Standard Chartered Bank Global Business Services	97,82,850		
3	Online Giving Foundation	78,04,487		
4	Radic Consultants Pvt Ltd	35,00,000		
5	Kasturi Jewellers Pvt Ltd	20,00,000		
6	National I.E. Of India In R. Dep. Acco	12,04,300		
7	UK Online Giving	17,18,530	7,74,697.11	
8	Gaudium and Women Health Pvt Ltd	10,00,000		
9	KARNATAKA HEALTH PROMOTION TRUST-KHPT	8,61,840		
10	Network People Services Technologies	8,09,140		
11	BHARAT PETROLIUM CORPORATION LIMITED		5,89,837.00	
12	DGB TECHNOLOGIES (INDIA) PVT. LTD.		1,05,00,000.00	
13	GLOBAL BUSINESS SERVICES		1,91,58,300.00	
14	JSI PRIVATE LIMITED		52,34,242.00	
15	ADHAR AN ASSOCIATION FOR DEVELOPMENT			16,80,000.00
16	DELHI TRANSCO CORPORATION LIMITED			1,82,84,247.00
17	DGB TECHNOLOGIES (INDIA) PVT. LTD.			50,00,000.00
18	GIRL EFFECT ENTERPRISES			27,24,570.00
19	GLOBAL BUSINESS SERVICES			39,38,550.00
20	HONEYWELL HOMETOWN SOLUTION INDIA FOUNDATION			5,26,06,600.00
21	IDBI BANK (DONOR)			9,57,600.00
22	M/S GAUDIUM IVF AND WOMEN HEALTH LTD.			54,07,375.00
23	ONLINE GIVING FOUNDATION			4,73,103.01
24	ORIX CORPORATION INDIA LIMITED			20,00,000.00
25	THE AMERICAN INDIA FOUNDATION		7,76,71,176.00	24,76,56,273.00
	Total	4,75,65,792.05	11,39,28,252.11	34,07,28,318.01

OUR LIFETIME MEMBER

The Lifetime Member of our Trust is **Devendra Kumar**. The profiles of our lifetime Member given below:



Mr. Devendra Kumar aged 39 years is the lifetime Member of our Trust. He resides at H. No-278, Block No-9, Dakshin puri Ext., Pushpa Bhavan S.O., South Delhi, Delhi-110062.

Our Trust confirms that the details of the permanent account number and aadhar number of our member have been submitted to the Stock Exchanges at the timing of filing this Draft Prospectus.

For additional details on the background, educational qualifications, experience in the business of our Trust, positions / posts held in the past, term of appointment and other memberships of our Trustee, see '*Our Management*' on page 50 of this Draft Prospectus.

RELATED PARTY TRANSACTIONS

For details of the related party transactions for the Fiscals 2024, 2023 and 2021 in accordance with the requirements under The Indian Trust Registration Act, 1882, and the rules framed thereunder, as amended from time to time, see “*Financial Information*” on page 58 of this Draft Prospectus.

SECTION V – FINANCIAL STATEMENTS

FINANCIAL INFORMATION

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ANKIT THAKUR & ASSOCIATES

CHARTERED ACCOUNTANTS

Independent Auditor's Report

To

The Trustees of Ladli Foundation Trust,

Report on the Audit of Financial Statements for the year ended on 31st March, 2024

1. Opinion

We have audited the accompanying financial statements of Ladli Foundation Trust, which comprise the Balance Sheet as at 31st March, 2024, the statement of Income and Expenditure, Balance sheet and the related notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements give a true and fair view of the financial position of the Trust as at 31st March, 2024, in accordance with applicable accounting standards and other accounting principles generally accepted in India.

2. Basis for Opinion

We conducted our audit in accordance with the Standards on Auditing (SAs) issued by the Institute of Chartered Accountants of India (ICAI). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report.

We are independent of the Trust in accordance with the Code of Ethics issued by ICAI, and we have fulfilled our other ethical responsibilities in accordance with the Code of Ethics. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

3. Responsibilities of Trustees for the Financial Statements

The Trustees are responsible for the preparation of the financial statements that give a true and fair view of the financial position of the Trust in accordance with the applicable accounting standards and the provisions of the Indian Trusts Act, 1882. This responsibility also includes the design, implementation, and maintenance of internal control relevant to the preparation of the financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, the Trustees are responsible for assessing the Trust's ability to continue as a going concern, disclosing, as applicable, matters related to going concern, and using the going concern basis of accounting unless the Trustees either intend to liquidate the Trust or cease operations or have no realistic alternative but to do so.

4. Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not a



guarantee that an audit conducted in accordance with SAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken based on these financial statements.

As part of an audit in accordance with SAs, we exercise professional judgment and maintain professional scepticism throughout the audit. We also:

1. Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence sufficient and appropriate to provide a basis for our opinion.
2. Obtain an understanding of internal control relevant to the audit to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Trust's internal control.
3. Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the Trustees.
4. Conclude on the appropriateness of the Trustees' use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Trust's ability to continue as a going concern.

We communicate with the Trustees regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

5. Report on Other Legal and Regulatory Requirements

1. We have sought and obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purpose of our audit.
2. In our opinion, proper books of accounts as required by law have been kept by the Trust so far as it appears from our examination of those books.
3. The Balance sheet, Statement of Income & Expenditure for the year ended 31st March, 2024, dealt with by this report are in agreement with the books of account.
4. In our opinion, the financial statements comply with the relevant provisions of the Indian Trusts Act, 1882 and applicable laws and regulations.

For Ankit Thakur & Associates
Chartered Accountants
FRN.: 037690N


(CA Ankit Kumar Thakur)

Proprietor
Membership No.: 558200
UDIN: 24558200BKJVT2846



Place: New Delhi
Date: 31/08/2024

Ladli Foundation Trust
S/277,Dakshin Puri Extn, New Delhi-110062

Balance Sheet
as at 31st March, 2024

Liabilities	Amount	Assets	Amount
Capital Account		Fixed Assets	
Corpus Fund	19,062,447	Annexure -A	1,847,041
Add: Corpus Fund	7,631,000		
Add: Excess Income	7,359,389		
Add: Unutilised Fund For Women Health & Immunization	5,146,826		
Total	39,199,662	Investment	17,805,858
Secured loans	253,180	Loans & Advances	5,000
Car Loan			
Current Liabilities		Current Assets	
Vendors Payment Annexure -B	1,763,268	Cash-in-Hand	8,341
TDS Payable	372,645	Bank Accounts	21,950,182
		Other current assets	
		TDS Recievable	772,333
Total	41,588,755	Total	41,588,755

As Per Our Audit Report Attached
For Ankit Thakur & Associates
Chartered Accountants


CA Ankit Kumar Thakur
(Proprietor)
Men: 558200
Place: New Delhi
Date: 31/08/2024
Udin : 24558200BKGVJVT2846



For Ladli Foundation Trust

Trustee



Ladli Foundation Trust
 9277, Dabhi Pur Etn, New Delhi-110082
Income & Expenditure Account
 for the year ended 31st March, 2024

	Amount		INCOME	
				Amount
Direct Expense			Direct Income	
Expense for Digital Education	1,298,119	37,151,087	Miscellaneous Donation	11,860,880
Expense for Women Empowerment and Gender Justice Program School Project	5,570,584.00		School Project	6,255,231
Expense for School Digitization and Smart Class Development	1,400,000.00		SCD-GRS Project	9,702,850.00
Expense for SCD-GRS Project	9,966,955.00		Foreign PCRA Donation	2,850,071.65
Expense for PCRA Health & Immunization	17,288,914.92		Local PCRA Donation	18,886,645.00
Expense for Disaster Relief KR. Jhanshal Pradesh	1,967,234.80		Indirect Income	
Indirect Expense			Interest on Saving Bank & FD	1,910,715
Audit Fees	6,300			
Bank Charges	11,133			
Postage Expenses	11,785			
Confer Charges	7,591			
Depreciation	413,568			
Late filing fee Tds	500			
Td Member Ship Fee	194,700			
Insurance Premium	29,087			
Interest On Car Loan	28,046			
Interest Exp.	40,519			
Office Expense	290,648			
Rent Expense	255,000			
Salary Expense	632,297			
Travelling Expense	65,197	1,996,379		
Excess of Income over expenditure To be applied in next year (Form 9 filed)	5,146,826	13,596,315		
Balance for current year	7,359,389			
Total		51,646,302	Total	51,646,302

As Per Our Audit Report Attached
 For Ashit Thakur & Associates
 Chartered Accountants

CA Ashit Kumar Thakur
 (Proprietor)
 M.No. 550296
 Place: New Delhi
 Date: 31/03/2024
 Uka : 2450080816772846



For Ladli Foundation Trust

Trustee

Trustee

Ladli Foundation
 9/277, Dakshin Puri Extn, New Delhi-110062
Different Activities For The Period 01.04.2022 To 31.03.2023

S.No.	Particulars	Amount
1	Sundry Creditors	
	Da Trading Company	465,500
	Durga Tour N Travell	368,525
	IACT Education Pvt Ltd	36,000
	Makeasy Global	81,020
	Movin Ahmed	20,000
	Ms Digital Solution	326,540
	Pankti Financial Services	(237,307)
	Pama Construction	(10,726)
	S.D Tour N Travells	239,096
	Mgr. Cost Payable -GBS	474,617
		1,763,265
	Total	1,763,265

As Per Our Audit Report Attached
 For Ankit Thakur & Associates
 Chartered Accountants

For Ladli Foundation Trust





Ca Ankit Kumar Thakur
 (Proprietor)
 Mfn: 558200
 Place: New Delhi
 Date: 31/08/2024
 Udim : 24558200BKGJVT2846


 Trustee



Ladli Foundation
9277, Dakshin Purf Edn, New Delhi-110062
Different Activities For The Period 01.04.2023 To 31.03.2024
Annexure-1

S.No.	Particulars	Amount	
1	JMI Projects		
	Consistency Charges	340,000	
	Jai Progress Event Expense	673,445	
	Refreshment Expenses	113,271	
	Jai Project Volunteer Salary Expense	11,862,548	
	Jai Project Professional For Expense	565,291	
	Jai Travelling Expense	3,676,099	
	Jai Printing And Stationery Expense	58,261	
			17,288,915
2	HP Maskan Project		
	Computer Education Training Expense	1,261,960	
	Childrens Education Development	36,159	
			1,298,119
3	Saheli Project		
	Digital Express Women Health	423,000	
	Donation Paid to NGO for Women Health	223,650	
	Rural Women Development Program Expense	744,409	
	Sanitary Pads Distribution Expense	4,139,525	
			5,530,584
4	SCB-GIS Project		
	Consentation Charges	2,000	
	Deploy of AI and Development of Chat Bot	456,940	
	Infrastructure Development in School and Model	5,073,174	
	Management Cost GIS	474,617	
	Printing & Banner Expense	24,994	
	Model Town Community Wash Infrastructure	1,410,230	
	Renovation Schools	2,525,000	
			9,966,955
5	Disaster Relief Camp		
	Relief For Himachal Pradesh	1,667,235	
			1,667,235
6	Donation Paid to Nayan Roshini	1,400,000	
			1,400,000
	Total		37,151,887

As Per Our Audit Report Attached
For Ankit Thakur & Associates
Chartered Accountants

Cs Ankit Kumar Thakur
(Proprietor)
Mtn: 558200
Place: New Delhi
Date: 31/06/2024
Udin : 24558200BKGJVT2046



For Ladli Foundation Trust

Trustee

Trustee



ANKIT THAKUR & ASSOCIATES

CHARTERED ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT

To
The Board of Trustees
Ladli Foundation Trust
C3, Qutub Institutional Area,
Katwaria Sarai, New Delhi – 110016

Report on the Audit of the Financial Statements

We have audited the accompanying financial statements of Ladli Foundation Trust, which comprise the Balance Sheet as at 31st March 2025, the Income and Expenditure Account for the year ended on that date, and Notes to the Financial Statements, including a summary of significant accounting policies.

In our opinion and to the best of our information and according to the explanations given to us, the aforesaid financial statements give a true and fair view in conformity with the generally accepted accounting principles in India, of the state of affairs of the Trust as at 31st March 2025 and of its income and expenditure for the year then ended.

Basis for Opinion

We conducted our audit in accordance with the Standards on Auditing issued by the Institute of Chartered Accountants of India. We are independent of the Trust and have fulfilled our ethical responsibilities.

Responsibilities of Management and Trustees

The Management and Board of Trustees are responsible for preparation of financial statements, maintenance of proper records, safeguarding of assets and prevention of fraud.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit.

+91-9990140054, 011-40810462 info@coankitthakur.com

B-4/174A, Lawrence Road, Keshav Puram, Delhi-110035



ANKIT THAKUR & ASSOCIATES

CHARTERED ACCOUNTANTS

For Ankit Thakur & Associates

Chartered Accountants

FRN: 037069N



CA Ankit Kumar Thakur

Proprietor

M. No: 558200

UDIN: 25558200BMIOCG3762

Place: New Delhi

Date: 10 December 2025

On behalf of Board of Trustees

Devendra Kumar - Trustee

Kamini - Trustee

 +91-9990140054, 011-40810462  info@caankitthakur.com

 B-4/174A, Lawrence Road, Keshav Puram, Delhi-110035

Ladli Foundation Trust
C3, Qutub Institutional Area, Katwariya Sarai, New Delhi-110016
Balance Sheet as at 31st March 2025

	Particulars	Note	31 March 2025
I	EQUITY AND LIABILITIES		
1	Own Funds		
(a)	Corpus Fund	3	37,996,784
(b)	Reserves and surplus	4	62,055,191
	Excess Fund		
2	Non Current liabilities		
(a)	Loan funds	5	97,327
3	Current liabilities		
(a)	Other current liabilities	6	-2,860,155
	Total		97,289,148
II	ASSETS		
1	Non-current assets		
(a)	Property, Plant and Equipment and Intangible assets		
(I)	Property, Plant and Equipment	7	768,881
(II)	Capital Work-in-progress		-
(b)	Long Term Investments	8	13,414,200
(c)	Other Non-Current Assets	9	-
2	Current assets		
(a)	Cash and bank balances	10	82,237,545
(b)	Other Current Assets	11	868,520
	Total		97,289,148
	Brief about the Entity	1	
	Summary of significant accounting policies	2	
	The accompanying notes are an integral part of the financial statements		

As per our report of even date attached

For Ankit Thakur & Associates
Chartered Accountants



CA Ankit Kumar Thakur
Proprietor
M.No: 558200
UDIN :25558200BWOCCG3762
Place: New Delhi
Date: 10/12/2025

On behalf of Board of Trustees of
Ladli Foundation Trust

Devendra Kumar Kamini
Trustee Trustee



Ladli Foundation Trust
C3, Qutub Institutional Area, Katwariya Sarai, New Delhi-110016
Income and Expenditure Account for the year ended March 31, 2025

	Particulars	Note	31 March 2025
I	Revenue from operations		-
II	Grants & donations	12	121,986,107
III	Interest Income	13	3,416,605
IV	Other Income	13	-
	Total Income (I+II+III+IV)		125,402,712
IV	Expenses:		
(a)	Direct Program Expenses	14	58,637,996
(b)	Depreciation and amortization Expense	7	278,160
(c)	Admin & Overhead Expenses	15	4,431,365
	Total expenses		63,347,521
V	Surplus/Deficit before tax (III- IV)		62,055,191
VI	Tax expense:		
(a)	Current tax		-
(b)	Excess/ Short provision of tax relating to earlier years		-
			-
VII	Surplus/Deficit for the year (VII+X)		62,055,191
	The accompanying notes are an integral part of the financial statements		

As per our report of even date attached

For Ankit Thakur & Associates
Chartered Accountants



CA Ankit Kumar Thakur
Proprietor
M.No: 558200
UDIN :25558200B/OCG3762
Place: New Delhi
Date: 10/12/2025

On behalf of Board of Trustees of
Ladli Foundation Trust

Devendra Kumar
Trustee

Trustee



Ladli Foundation Trust
C3, Qutub Institutional Area, Katwariya Sarai, New Delhi-110016
Notes forming part of the Financial Statements for the year ended 31st March, 2025

Note - 3 Corpus Fund

As at 1st April 2024 (Opening Balance)	Additions during the year	Withdrawal during the year	As at 31st March 2025 (Closing Balance)
39,199,662	-	1,202,878	37,996,784

		31 March 2025
4	Reserves and surplus	
A	General Fund	
(a)	Surplus (Opening Balance)	-
(b)	Surplus (transfer from Income & expenditure account)	62,055,191
(c)	Add: Amount Transferred from Fixed Asset Reserve	-
	Total	62,055,191
5	Loan Funds	
(a)	Car Loan	97,327.00
	Total	97,327.00
6	Other current liabilities	
(a)	Duties & Taxes	121,262
(b)	Sundry Creditors	-4,047,060
(c)	Rent & Other Payables	904,863
(d)	Travel & Adv Payable	160,780
	Total	-2,860,155

As per our report of even date attached

For Ankit Thakur & Associates
Chartered Accountants

CA Ankit Kumar Thakur
Proprietor
M.No: 558200
UDIN :25558200BMIOCG3762
Place: New Delhi
Date: 10/12/2025



On behalf of Board of Trustees of
Ladli Foundation Trust

Devendra Kumar Kamini
Trustee Trustee



Ladli Foundation Trust
C3, Qutub Institutional Area, Katwariya Sarai, New Delhi-110016
Notes forming part of the Financial Statements for the year ended 31st March, 2025

7 Property, Plant and Equipment and Intangible Assets

Particulars /Assets	Land	Office equipment	Furniture & Fixtures	Data Processing Equipments	Software	Total
	Gross Block					
At 1 April 2023	-	-	-	-	-	-
Additions	-	-	-	-	-	-
Deductions/Adjustments	-	-	-	-	-	-
At 1 April 2024	-	544,419	-	491,242	11,380	1,047,041
Additions	-	-	-	-	-	-
Deductions/Adjustments	-	-	-	-	-	-
At 31 March 2025	-	544,419	-	491,242	11,380	1,047,041
Depreciation/Adjustments						
At 1 April 2023	-	-	-	-	-	-
Additions	-	-	-	-	-	-
Deductions/Adjustments	-	-	-	-	-	-
At 1 April 2024	-	-	-	-	-	-
Additions	-	81,663	-	196,497	-	278,160
Deductions/Adjustments	-	-	-	-	-	-
At 31 March 2025	-	81,663	-	196,497	-	278,160
Net Block						
At 31 March 2024	-	544,419	-	491,242	11,380	1,047,041
At 31 March 2025	-	462,756	-	294,745	11,380	768,881

As per our report of even date attached

For Ankit Thakur & Associates
Chartered Accountants



CA Ankit Kumar Thakur
Proprietor
M.No: 558200
UDIN :25558200BWOCC3762
Place: New Delhi
Date: 10/12/2025

On behalf of Board of Trustees of
Ladli Foundation Trust

(Signature) *(Signature)*

Devendra Kumar Karrot
Trustee Trustee




Ladli Foundation Trust
C3, Qutub Institutional Area, Katwariya Sarai, New Delhi-110016
Notes forming part of the Financial Statements for the year ended 31st March, 2025

8	Long Term Investments	31 March 2025
(a)	Fixed Deposits	13,414,200
	Total	13,414,200
9	Other non-current assets (Unsecured)	31 March 2025
(a)	Capital Advances	-
	Total	-
10	Cash and Bank Balances	31 March 2025
	Bank Balances	
(a)	Cash In Hand	8,341
(b)	FCRA Accounts	59,699,777
(c)	Non-FCRA Accounts	22,529,427
	Total	82,237,545
11	Other Current Assets	31 March 2025
(a)	Advance to staff/vendors	5,000
(b)	TDS receivable P.Y	772,333
	TDS receivable	91,187
	Total	868,520



As per our report of even date attached

For Ankit Thakur & Associates
Chartered Accountants


CA Ankit Kumar Thakur
Proprietor
M.No: 558200
UDIN :255582008WOCG3762
Place: New Delhi
Date: 10/12/2025



On behalf of Board of Trustees of
Ladli Foundation Trust

 
Devendra Kumar **Kamini**
Trustee **Trustee**



Ladli Foundation Trust
 C3, Qutub Institutional Area, Kirti Vihar, New Delhi-110016
 Notes forming part of the Financial Statements for the year ended 31st March, 2025

	31 March 2025
12 Grants or donations received	
(a) Grants (Non-FCRA)	31,248,137
(b) Donations (Non-FCRA)	7,049,929
A. Sub-Total (Non-FCRA)	38,298,066
(a) Grants (FCRA)	82,905,418
(b) Donations (FCRA)	782,623
B. Sub-Total (FCRA)	83,688,041
Grand Total (A+B)	121,986,107
13 Other Income	
(a) Interest Income (Non-FCRA)	2,203,756
(b) Interest Income (FCRA)	1,212,849
(c) Other receipts (Non-FCRA)	
Total (a+b+c)	3,416,605
14 Direct Program Expenses	
A. Program Expenses(Non-FCRA)	
(a) Health and WaGH Program	19,626,376
(b) Prevention of drugs and crime Program	122,456
(c) Comprehensive School Development, STEM, ICT and Digital Education Program	10,500,000
(d) Skill, Livelihood and Social Protection Program	8,348,587
Sub-Total (Non-FCRA)	38,597,419
B. Program Expenses(FCRA)	
(a) Routine Immunization & Vaccination Program (M-RITE)	5,234,242
(b) Health, Education, and WaGH Program (Saheli)	13,515,859
(c) School Development, STEM, ICT and Digital Education	45,960
(d) Skill, Livelihood and Social Protection Program	1,244,515
Sub-Total (FCRA)	20,040,577
Grand Total (A+B)	58,637,996
15 Admin/Overhead Expenses	
A. Admin/overhead Expenses(Non-FCRA)	
(a) Depreciation Expense	182,021
(b) Overhead Expenses	1,370,304
(c) Travel & Conv Expenses	1,205,837
Sub-Total (Non-FCRA)	2,758,162
B. Admin/overhead Expenses(FCRA)	
(a) Depreciation Expense	96,138
(b) Overhead Expenses	180,767
(c) Salary & Stipend Expenses	1,515,423
(d) Travel & Conveyance Expenses	29,911
CEO Exp.	119,123
Sub-Total (FCRA)	1,951,362
Grand Total (A+B)	4,709,524

As per our report of even date attached

For Ankit Thakur & Associates
Chartered Accountants

CA Ankit Kumar Thakur
Proprietor
MLNo: 558200
UDIN : 255582009W0CG3762
Place: New Delhi
Date: 10/12/2025



On behalf of Board of Trustees of
Ladli Foundation Trust

Devendra Kumar
Trustee

Kamini
Trustee



LADLI FOUNDATION TRUST

C1, Outub Institutional Area, Kirtiwaya Sarai, New Delhi-110016

Fixed Assets Schedule as on 31st March, 2025

S.NO.	DESCRIPTION	FOIA/Donor etc.	Assets	Depreciated on Percentage	Written down value As on 31.03.2024	Additions During before 30.09.24	Additional During After 30.09.24	Sales/Discontinued during the year	Total (Opening as on 1st Apr.2024)	Depreciation During the year	Depreciation Round off	Written down value As on 31.03.2025
1	Computers	Donor's	Data Processing Equipments	40%	233,797	-	-	-	233,797	93,528.80	93,528.00	140,278
2	Cooler	Donor's	Office equipment	15%	17,134	-	-	-	17,134	2,570.10	2,570.00	14,564
3	Eco Car	Donor's	Office equipment	15%	387,553	-	-	-	387,553	58,132.95	58,133.00	329,420
4	Fan	Donor's	Office equipment	15%	2,590	-	-	-	2,590	388.46	388.00	2,201
5	Inverter	Donor's	Office equipment	15%	4,638	-	-	-	4,638	695.45	696.00	3,942
6	Laptop	FOIA	Data Processing Equipments	40%	240,345	-	-	-	240,345	96,138.00	96,138.00	144,207
7	Microwave	Donor's	Office equipment	15%	2,672	-	-	-	2,672	400.83	400.00	2,271
8	Mobile	Donor's	Office equipment	15%	125,156	-	-	-	125,156	18,773.44	18,773.00	106,383
9	Printer	Donor's	Data Processing Equipments	40%	17,100	-	-	-	17,100	6,840.00	6,840.00	10,260
10	Sound System	Donor's	Office equipment	15%	4,676	-	-	-	4,676	701.40	701.00	3,975
11	Tally Erp Software	Donor's	Software	25%	11,380	-	-	-	11,380			11,380
Grand Total					1,947,045	-	-	-	1,947,045	278,180	278,159	768,886
INDIAN Depreciation										182,022	182,021	768,865
FC Depreciation											96,138.00	1

96138

As Per Our Audit Report Attached
For Ashit Thakur & Associates
Chartered Accountants



CA Ashit Kumar Thakur
(Proprietor)
M.No. 550280
Place: New Delhi
Date: 19/12/2025
UDIN : 25551290BMHOC2762

LADLI FOUNDATION TRUST



Devendra Kumar **Kamal**
 Trustee Trustee



CONFIRMATION ON AUDITORS REPORT

We confirm that there are no material qualifications or material irregularities reported by the Auditors in neither the Audited Financial Statements nor any notices received etc.

MATERIAL DEVELOPMENTS

Since March 31, 2026 till the date of filing this Draft Prospectus, there has been no material event/ development or change having implications on the financials/credit quality (e.g. any material regulatory proceedings against our Trust/Trustee, litigations resulting in material liabilities, corporate restructuring event etc.) at the time of the Issue which may affect the Issuor or the investor's decision to invest / continue to invest in the ZCZP Instruments.

COMPLIANCE

For the Audited Financial Statements, see 'Financial Information' on page 58 of this Draft Fund Raising Document Further, we confirm that there are no material qualifications or material irregularities reported by the Statutory Auditors in the Audited Financial Statements nor any notices received etc. FINANCIAL

INDEBTEDNESS

A. Details of outstanding secured borrowings as on March 31, 2026:

Our Trust has no outstanding secured borrowings, as on March 31, 2026.

B. Details of outstanding unsecured borrowings as on March 31, 2026:

Our Trust has no outstanding unsecured borrowings, as on March 31, 2026.

C. Details of outstanding non-convertible securities as on March 31, 2026:

Our Trust has no outstanding non-convertible securities, as on March 31, 2026.

D. Details of commercial paper issuances as on March 31, 2026:

Our Trust has no commercial papers listed, as on March 31, 2026.

E. Details of bank fund-based facilities/ rest of the borrowing (if any, including hybrid debt like Foreign Currency Convertible Bonds, Optionally Convertible Debentures, and Preference Shares) from financial institutions or financial creditors, as on March 31, 2026:

Our Trust has no outstanding bank fund-based facilities or other borrowings from financial institutions or financial creditors, as on March 31, 2026.

F. Corporate guarantees issued by our Trust as on March 31, 2026:

Our Trust has not provided any corporate guarantees, as on March 31, 2026.

G. Details of inter-corporate deposits as on March 31, 2026:

Our Trust has no inter – corporate deposits, as on March 31, 2026.

H. Details of loans from Directors and Relatives of Directors as on March 31, 2026:

Our Trust has not availed or given any loans from or to the Directors or relatives of the Directors, as on March 31, 2026.

I. Details of external commercial borrowings as on March 31, 2026:

Our Trust has no outstanding external commercial borrowings, as on March 31, 2026.

J. Details of sub-ordinate debt as on March 31, 2026:

Our Trust has no outstanding sub – ordinate debt, as on March 31, 2026.

K. Details of perpetual debt as on March 31, 2026:

Our Trust has no outstanding perpetual debt, as on June 30, 2023.

L. Servicing behavior on existing debt securities, payment of interest on due dates on financing facilities or debt securities:

Nil

M. List of top 10 holders of non-convertible securities (secured and unsecured) in terms of value (on a cumulative basis) as on March 31, 2026:

Nil

N. List of top 10 holders of commercial paper (secured and unsecured) in terms of value (on a cumulative basis) as on March 31, 2026:

Nil

O. Details of any outstanding borrowings taken/ debt securities issued where taken/ issued (a) for consideration other than cash, whether in whole or in part, (b) at a premium or discount, or (c) in pursuance of an option as on March 31, 2026:

Nil

P Details of any other contingent liabilities of our Company based on the last audited financial statements including amount and nature of liability:

For details of the contingent liabilities of our Trust in the last three financial years, please see “Financial Information” page 58 of this Draft Fund Raising Document.

As on the date of this Draft Fund Raising Document, there has been no default or non-payment of statutory dues in the preceding three financial years and current financial year.

SECTION VI – LEGAL AND OTHER INFORMATION

OUTSTANDING LITIGATION

None of our Trust and Trustee ("Relevant Parties") is party to any:

- (i) **Pending Litigation:** There is no ongoing litigation or potential material adverse effects on our Trust's financial position, influencing investor decisions in the current or subsequent investment phases.
- (ii) **Default or Non-payment:** Our Trust has not defaulted on any statutory dues, ensuring financial integrity and adherence to regulatory obligations.
- (iii) **Disciplinary Action:** No disciplinary action has been taken by SEBI or Stock Exchange against our founder member or Trust in the past five financial years, and there are no outstanding actions.

Additional Confirmations:

- (iv) **Civil Litigations:** Trust, Trustee & Founder ("Relevant Parties") are not party to any Civil Litigations.
- (v) **Criminal Litigations:** Trust, Trustee & Founder ("Relevant Parties") are not party to any Criminal Litigations.
- (vi) **No Pending Proceedings:** there are no any pending proceedings initiated against the social enterprise for economic offenses, ensuring compliance with legal and ethical standards.
- (vii) **Fund Utilization Consistency:** There have been no variations in the utilization of funds previously raised by the social enterprise, maintaining transparency and consistency in financial management.
- (viii) **Government Approvals:** We confirm that all material and necessary government approvals essential for the smooth operations of the social enterprise are in place, reflecting our commitment to regulatory adherence and compliance

OTHER REGULATORY AND STATUTORY DISCLOSURES

Issuer's Absolute Responsibility

"The Issuer, having made all reasonable inquiries, accepts responsibility for and confirms that this Draft Prospectus contains all information with regard to the Issuer and the Issue which is material in the context of the Issue, that the information contained in the Draft Prospectus is true and correct in all material aspects and is not misleading, that the opinions and intentions expressed herein are honestly stated and that there are no other facts, the omission of which make this document as a whole or any of such information or the expression of any such opinions or intentions misleading."

Authority for the Issue

At the meeting of the Board of Trustee of our Trust held on March 24, 2026 the Board of Trustee approved the issuance of ZCZP Instruments to the public.

The ZCZP Instruments will be issued on terms and conditions as set out in this Draft Prospectus, the issue of which is being made as decided by the Board of Trustee.

Eligibility of our Trust for the Issue

1. Our Trust and our Trustee have not been debarred from accessing the securities market by SEBI.
2. None of our Trustee of our Trust is a promoter or director of another Trust which has been debarred from accessing the securities market or dealing in securities by SEBI.
3. Our Trust and our Trustee have not been categorized as a Wilful Defaulter or a fraudulent borrower.
4. None of our Trustee have been declared as a fugitive economic offender, under Section 12 of the Fugitive Economic Offenders Act, 2018.
5. Neither our Trust nor any of our Trustee has been debarred from carrying out its activities or raising funds by the Ministry of Home Affairs or any other ministry of the Central Government or State Government or Charitable Commissioner or any other statutory body.
6. Our Company is eligible to undertake this Issue in compliance with Regulation 292E of the SEBI ICDR Regulations, as follows:
7. Our Trust is eligible to undertake this Issue in compliance with Regulation 292E (2) (a) of the SEBI ICDR Regulations, as follows:
 - a. The NPO is in compliance with requirements with Regulation 292E (2) (a) sub clause (II) and (III) of SEBI (ICDR) Regulations, 2018 to be identified as Social Enterprise and promoting health care including mental healthcare, sanitation and making available safe drinking water & promoting education, employability and livelihoods.
 - b. The NPO is in compliance with requirements with Regulation 292E (2) (b) of SEBI(ICDR) Regulations, 2018 to be identified as Social Enterprise. Our organization is mainly focused on marginalized families and communities- stricken areas through livelihood and women and girls through education, skill and healthcare.
 - c. The NPO is in compliance with requirements with Regulation 292E (2) (c) of SEBI (ICDR) Regulations, 2018 to be identified as Social Enterprise as above 85.40% of the immediately preceding 3-year average of expenditure has been incurred for providing eligible activities to members of the target population.
 - d. The annual spending of the NPO in past financial year 2022-23 is Rs. **3,91,38,177.40**.
 - e. The funding in NPO in past financial year 2022-23 is Rs. **4,97,33,678**.

8. Our Statutory Auditors pursuant to their certificate dated February 2, 2025 have confirmed the eligibility of our Trust under Regulation 292E of the SEBI ICDR Regulations.

DISCLAIMER CLAUSE OF SEBI

IT IS TO BE DISTINCTLY UNDERSTOOD THAT FILING OF THE ISSUE DOCUMENT TO THE SECURITIES AND EXCHANGE BOARD OF INDIA ("SEBI") SHOULD NOT IN ANY WAY BE DEEMED OR CONSTRUED TO MEAN THAT THE SAME HAS BEEN CLEARED OR APPROVED BY SEBI. SEBI DOES NOT TAKE ANY RESPONSIBILITY EITHER FOR THE FINANCIAL SOUNDNESS OF ANY SCHEME OR THE PROJECT FOR WHICH THE ISSUE IS PROPOSED TO BE MADE OR FOR THE CORRECTNESS OF THE STATEMENTS MADE OR OPINIONS EXPRESSED IN THE ISSUE DOCUMENT. THIS REQUIREMENT IS TO FACILITATE INVESTORS TO TAKE AN INFORMED DECISION FOR MAKING INVESTMENT IN THE PROPOSED ISSUE.

DISCLAIMER CLAUSE OF NSE

AS REQUIRED, A COPY OF THIS ISSUE DOCUMENT HAS BEEN SUBMITTED TO THE NATIONAL STOCK EXCHANGE OF INDIA LIMITED (HEREINAFTER REFERRED TO AS NSE). NSE HAS GIVEN VIDE ITS LETTER REF.: [●] DATED [●], PERMISSION TO THE ISSUER TO USE THE EXCHANGE'S NAME IN THIS ISSUE DOCUMENT AS ONE OF THE STOCK EXCHANGES ON WHICH THIS ISSUER'S SECURITIES ARE PROPOSED TO BE LISTED. THE EXCHANGE HAS SCRUTINISED THIS ISSUE DOCUMENT FOR ITS LIMITED INTERNAL PURPOSE OF DECIDING ON THE MATTER OF GRANTING THE AFORESAID PERMISSION TO THIS ISSUER. IT IS TO BE DISTINCTLY UNDERSTOOD THAT THE AFORESAID PERMISSION GIVEN BY NSE SHOULD NOT IN ANY WAY BE DEEMED OR CONSTRUED THAT THE ISSUE DOCUMENT HAS BEEN CLEARED OR APPROVED BY NSE; NOR DOES IT IN ANY MANNER WARRANT, CERTIFY OR ENDORSE THE CORRECTNESS OR COMPLETENESS OF ANY OF THE CONTENTS OF THIS OFFER DOCUMENT; NOR DOES IT WARRANT THAT THIS ISSUER'S SECURITIES WILL BE LISTED OR WILL CONTINUE TO BE LISTED ON THE EXCHANGE; NOR DOES IT TAKE ANY RESPONSIBILITY FOR THE FINANCIAL OR OTHER SOUNDNESS OF THIS ISSUER, ITS TRUSTEE, ITS MANAGEMENT OR ANY SCHEME OR PROJECT OF THIS ISSUER. EVERY PERSON WHO DESIRES TO APPLY FOR OR OTHERWISE ACQUIRE ANY SECURITIES OF THIS ISSUER MAY DO SO PURSUANT TO INDEPENDENT INQUIRY, INVESTIGATION AND ANALYSIS AND SHALL NOT HAVE ANY CLAIM AGAINST THE EXCHANGE WHATSOEVER BY REASON OF ANY LOSS WHICH MAY BE SUFFERED BY SUCH PERSON CONSEQUENT TO OR IN CONNECTION WITH SUCH SUBSCRIPTION/ACQUISITION WHETHER BY REASON OF ANYTHING STATED OR OMITTED TO BE STATED HEREIN OR ANY OTHER REASON WHATSOEVER.

DISCLAIMER IN RESPECT OF JURISDICTION

THE ISSUE IS BEING MADE IN INDIA, TO INSTITUTIONAL AND NON-INSTITUTIONAL INVESTORS. THIS DRAFT PROSPECTUS AND THE PROSPECTUS WILL NOT, HOWEVER CONSTITUTE AN OFFER TO SELL OR AN INVITATION TO SUBSCRIBE FOR THE ZCZP INSTRUMENTS OFFERED HEREBY IN ANY JURISDICTION OTHER THAN INDIA TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE AN OFFER OR INVITATION IN SUCH JURISDICTION. ANY PERSON INTO WHOSE POSSESSION THIS DRAFT PROSPECTUS AND THE PROSPECTUS COMES IS REQUIRED TO INFORM HIMSELF OR HERSELF ABOUT, AND TO OBSERVE, ANY SUCH RESTRICTIONS.

DISCLAIMER STATEMENT FROM THE ISSUER

THE ISSUER ACCEPTS NO RESPONSIBILITY FOR STATEMENTS MADE OTHER THAN IN THIS DRAFT PROSPECTUS OR ANY OTHER MATERIAL ISSUED BY OR AT THE INSTANCE OF OUR TRUST AND THAT ANYONE PLACING RELIANCE ON ANY OTHER SOURCE OF INFORMATION WOULD BE DOING SO AT THEIR OWN RISK.

UNDERTAKING BY THE ISSUER

INVESTORS ARE ADVISED TO READ THE RISK FACTORS CAREFULLY BEFORE TAKING AN INVESTMENT DECISION IN THIS ISSUE. FOR TAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE ISSUE INCLUDING THE RISKS INVOLVED. THE SECURITIES HAVE NOT BEEN RECOMMENDED OR APPROVED BY ANY REGULATORY AUTHORITY IN INDIA, INCLUDING THE SECURITIES AND EXCHANGE BOARD OF INDIA (“SEBI”) NOR DOES SEBI GUARANTEE THE ACCURACY OR ADEQUACY OF THIS DOCUMENT. SPECIFIC ATTENTION OF INVESTORS IS INVITED TO THE STATEMENT OF THE “RISK FACTORS” CHAPTER ON PAGE 9 OF THIS DRAFT PROSPECTUS.

OUR TRUST, HAVING MADE ALL REASONABLE INQUIRIES, ACCEPTS RESPONSIBILITY FOR, AND CONFIRMS THAT THIS ISSUE DOCUMENT CONTAINS ALL INFORMATION WITH REGARD TO THE OUR TRUST AND THE ISSUE, THAT THE INFORMATION CONTAINED IN THIS DRAFT PROSPECTUS IS TRUE AND CORRECT IN ALL MATERIAL ASPECTS AND IS NOT MISLEADING IN ANY MATERIAL RESPECT, THAT THE OPINIONS AND INTENTIONS EXPRESSED HEREIN ARE HONESTLY HELD AND THAT THERE ARE NO OTHER FACTS, THE OMISSION OF WHICH MAKE THIS DRAFT PROSPECTUS AS A WHOLE OR ANY OF SUCH INFORMATION OR THE EXPRESSION OF ANY SUCH OPINIONS OR INTENTIONS MISLEADING IN ANY MATERIAL RESPECT.

THE ISSUER HAS NO SIDE LETTER WITH ANY ZCZP INSTRUMENT HOLDERS. ANY COVENANTS LATER ADDED SHALL BE DISCLOSED ON THE STOCK EXCHANGE’S WEBSITES WHERE THE ZCZP INSTRUMENTS ARE LISTED.

OUR TRUST DECLARES THAT NOTHING IN THIS DRAFT PROSPECTUS IS CONTRARY TO THE PROVISIONS OF TRUST REGISTRATION ACT, 1860, THE SECURITIES CONTRACTS (REGULATION) ACT, 1956 AND THE SECURITIES AND EXCHANGE BOARD OF INDIA ACT, 1992 AND THE RULES AND REGULATIONS MADE THEREUNDER.

Listing

NSE Social Stock Exchange has been appointed as the Designated Stock Exchange.

Our Trust shall ensure that all steps for the completion of the necessary formalities for listing at the Stock Exchange mentioned above are taken within 10 (ten) trading days from the Issue Closing Date.

Consents

Consents in writing of: (a) the Trustee, Chief Financial Officer, Trust Secretary and Compliance Officer, (b) the Registrar to the Issue, (c) Legal Counsel to the Issue; (d) Escrow Collection Bank*, and (d) Statutory Auditor have been obtained from them. Further, such consents have not been withdrawn up to the time of delivery of this Draft Prospectus with the Stock Exchanges.

Minimum Subscription

In terms of the SEBI ICDR Regulations, for an issuer undertaking a public issue of zero coupon zero principal instruments the minimum subscription for such public issue of zero coupon zero principal instruments shall be 50% of the Issue Size.

If our Trust does not receive the minimum subscription of 50% of Issue Size, prior to the Issue Closing Date, the entire Application Amount shall be refunded to the Applicants.

Further, no separate arrangements have been made in case of subscription above 50% of the Issue Size but below 100% of the Issue Size.

In case the subscription above 50% of the Issue Size but below 100% of the Issue Size is not arranged, the impact on achieving social objectives is as follows:

The Trust shall endeavor to seek more donations as projected and if the same is not achieved Trust shall plan to proportionately reduce the number of beneficiaries to be covered under the said project.

Underwriting

The Issue is not required to be underwritten.

Issue Related Expenses

The expenses of the Issue include, *inter alia*, fees payable to the Registrar to the Issue, printing and distribution expenses, legal fees, advertisement expenses and listing fees. The Issue expenses and listing fees will be paid by our Trust.

Utilization of Issue Proceeds

Our Board of Trustee certifies that:

- (i) all monies received out of the Issue of the ZCZP Instruments to the public shall be transferred to a separate bank account maintained with a scheduled bank, other than the bank account referred to in section 40(3) of the Trust Registration Act;
- (ii) details of all monies utilized out of the Issue referred to in sub-item (i) shall be disclosed under an appropriate separate head in our balance sheet indicating the purpose for which such monies were utilized;
- (iii) details of all unutilized monies out of the Issue referred to in sub-item (i), if any, shall be disclosed under an appropriate separate head in our balance sheet indicating the form of financial assets in which such unutilized monies have been invested; and
- (iv) we shall utilize the Issue proceeds only after (a) receipt of the minimum subscription of 50% of the Issue Size pertaining to the Issue; (b) completion of Allotment in compliance with Section 40 of the The Indian Trust Act, 1882; and (c) receipt of listing approval from the Stock Exchanges.

Mechanism for redressal of investor grievances

The Registrar Agreement dated [●] between the Registrar to the Issue and our Trust will provide for retention of records with the Registrar to the Issue for a period of at least eight years from the last date of dispatch of the Allotment Advice and demat credit to enable the investors to approach the Registrar to the Issue for redressal of their grievances.

All grievances relating to the Issue may be addressed to the Registrar to the Issue, giving full details such as name, address of the Applicant, number of ZCZP Instruments applied for and amount paid on application.

Details of Auditor to the Issuer:

Name of the Auditor	Address	Auditor since
Ankit Thakur & Associates	B-4/105A, Keshav Puram, Near Keshav Puram Metro Station, Delhi-110035	April, 2021

Change in auditors of our Company

Except as stated below, there has been no change in the auditors of our Company during the three years.

Auditors' Remarks

There are no reservations or qualifications or adverse remarks in the auditors' report on the financial statements of our Trust in the last three Fiscals immediately preceding this Draft Prospectus.

Trading

The ZCZP Instruments of our Trust are proposed to be listed on the Stock Exchanges. The ZCZP Instruments shall not be made available for trading in the secondary market.

Disclaimer in respect of Jurisdiction

Exclusive jurisdiction for the purpose of the Issue is with the competent courts of jurisdiction in New Delhi, Delhi, India.

SECTION VII - ISSUE RELATED INFORMATION

ISSUE STRUCTURE

The key common terms and conditions of the ZCZP Instruments are as follows:

Issuer	LADLI FOUNDATION TRUST
Type/Nature of instrument	Zero Coupon Zero Principal Instruments ('ZCZP')
Mode of the Issue	Public Issue
Depositories	NSDL and CDSL
Issue	Public issue of zero coupon zero principal instruments of our Trust of face value of ₹1/- each aggregating up to ₹ 9.71 crore, on the terms and in the manner set forth herein.
Minimum Subscription	Minimum subscription is 50% of the Issue, i.e., ₹ 4.86 crore
Issue Size	₹ 9.71 crore
Eligible Investors	Please see "Issue Procedure – Who can apply?" on page 88 of this Draft Prospectus
Objects of the Issue	Please see "Objects of the Issue" on page 20 of this Draft Prospectus.
Details of Utilization of the Proceeds	Please see "Objects of the Issue" on page 20 of this Draft Prospectus.
Tenor	The tenure of the ZCZP Instruments will be the date on which the Objects of the Issue have been met or 12 months from the Deemed Date of Allotment, being the timeline for completion of the Objects of the Issue. For further details, please see "Objects of the Issue" on page 20 of this Draft Prospectus.
Face Value	₹ 1/- per ZCZP Instrument
Issue Price	₹ 1/- per ZCZP Instrument
Minimum Application size	₹ 1000 (i.e. Two Lakh ZCZP Instruments) or such other amount as may be permitted under extant regulation and in multiples of ₹ 1000.
Market Lot / Trading Lot	The ZCZP Instruments are not tradable in the secondary market.
Listing	The ZCZP Instruments are proposed to be listed on the Stock Exchanges. The ZCZP Instruments shall be listed within 10 (ten) trading days from the Issue Closing Date. NSE Social Stock Exchange has been appointed as the Designated Stock Exchange.
Modes of payment	Please see "Issue Structure – Terms of Payment of Application Amount" on page 83 of this Draft Prospectus.
Issuance mode of the Instrument	In dematerialized form only
Trading mode of the instrument	In dematerialized form only
Issue opening date	As will be specified DRAFT FUND RAISING DOCUMENT
Issue closing date*	As will be specified in the DRAFT FUND RAISING DOCUMENT
Issue Documents**	This Draft Prospectus, the Prospectus, read with any notices, corrigenda, addenda thereto and other documents, if applicable, and various other documents/ agreements/ undertakings, entered or to be entered by our Trust with the other intermediaries for the purpose of the Issue including but not limited to the Tripartite Agreements and the Registrar Agreement.
Risk factors pertaining to the Issue	Please see section titled "Risk Factors" on page 9 of this Draft Prospectus.
Governing law and Jurisdiction	The governing law and jurisdiction for the purpose of the Issue shall be Indian law, and the competent courts of jurisdiction in New Delhi, Delhi respectively.

Notes:

* The subscription list shall remain open at the commencement of banking hours and close at the close of banking hours for the period as indicated, with an option for early closure or extension by such period, as may be decided by the Board of Trustee of our Trust. In the event of such early closure or extension subscription list of the Issue, our Trust may issue notice of such early closure or extension to the prospective investors through an advertisement in an English national daily on or before such earlier date or extended date of closure. Applications Forms for the Issue will be accepted only from 10:00 a.m. till 5.00 p.m. (Indian Standard Time) or such extended time as may be permitted by the Stock Exchanges, on Working Days during the Issue Period. On the Issue Closing Date, Application Forms will be accepted only from 10:00 a.m. till 3.00 p.m. (Indian Standard Time). For further details please see "General Information" on page 17 of this Draft Prospectus. ** For the list of documents executed/ to be executed, please see "Material Contracts and Documents for Inspection" on page 176

Terms of payment of Application Amount

Applicants may pay their Application Amounts by direct credit / NACH / NEFT / RTGS or may issue cheque / demand draft in respect of their Application:

Escrow Account Details:

In case of payment by way of cheque / demand draft, the same shall be attached to the Application Form. In case the Applicant has transferred the Application Amount by way of an electronic transfer to the Escrow Account, then the Applicant shall necessarily mention the UTR no. and date of transfer in the Application Form.

All Applications where payment is being made by cheque / demand draft should be submitted to the Registrar to the Issue before the Issue Closing Date. Further, Applications where payment is being made by electronic bank transfer should reach the Registrar to the Issue within up to 3 (three) Working Days from the Issue Closing Date, provided that such extended time shall be available only if the Application Amount has been received in the Escrow Account prior to the Issue Closing Date.

Participation by any of the investor classes as mentioned in this Draft Prospectus in the Issue will be subject to applicable statutory and/or regulatory requirements. Applicants are advised to ensure that applications made by them do not exceed the investment limits or maximum number of ZCZP Instruments that can be held by them under applicable statutory and/or regulatory provisions.

Applications should be made in single name. Applications should be made by Karta in case the Applicant is an HUF. If the depository account is held in joint names, the Application Form should contain the name and PAN of the person whose name appears first in the depository account and signature of only this person would be required in the Application Form.

This Applicant would be deemed to have signed on behalf of joint holders and would be required to give confirmation to this effect in the Application Form. Please ensure that such Applications contain the PAN of the HUF and not of the Karta.

Termination of listing of the ZCZP Instruments

The tenure of the ZCZP Instruments will be the date on which the Objects of the Issue have been met or 15 months from the Deemed Date of Allotment, being the timeline for completion of the Objects of the Issue. For further details, please see "Objects of the Issue" on page 20 of this Draft Prospectus.

Lock-in

The ZCZP Instruments cannot be transferred, and the investors (including corporates) will continue to hold them till maturity.

TERMS OF THE ISSUE

Authority for the Issue

At the meeting of the Board of Trustee of our Trust held on March 24, 2026, the Board of Trustees approved the issuance of ZCZP Instruments of the face value ₹ 1 each, for an amount up to ₹ 9.71 crores.

The ZCZP Instruments pursuant to this Issue will be issued on terms and conditions as set out in the Prospectus.

Principal Terms & Conditions of the Issue

The ZCZP Instruments being offered as part of the Issue are subject to the provisions of the SEBI ICDR Regulations read with the NSE Norms, the SSE Framework Circular, the Act, the Memorandum of our Trust, the terms of this Draft Prospectus, the Prospectus, the Abridged Prospectus, the Application Forms, other applicable statutory and/or regulatory requirements including those issued from time to time by SEBI/the Government of India/NSE, and/or other statutory/regulatory authorities relating to the offer, issue and listing of securities and any other documents that may be executed in connection with the ZCZP Instruments.

Face Value

The face value of each ZCZP Instrument shall be ₹ 1/-.

ZCZP Instrument Holder not a Member

The ZCZP Holders will not be entitled to any of the rights and privileges available to the Trustees of our Trust.

Investments in ZCZP shall be eligible for 80G exemption under the Income Tax Act, 1961.

Presently, the investment towards ZCZP is eligible for exemption under Section 80G of the Income Tax Act, 1961. However, Investors may consult their Tax Advisors for its applicability, if any, in future based in the extant provisions of the IT ACT

Jurisdiction

Exclusive jurisdiction for the purpose of the Issue is with the competent courts of jurisdiction in New Delhi, Delhi, India.

Application in the Issue

Applicants shall apply in the Issue in physical form only, through a valid Application Form filled in by the Applicant alongwith attachment, as applicable and shall be submitted to the Registrar to the Issue.

Form of Allotment and Denomination of ZCZP Instruments

As per the NSE Norms, the listed ZCZP Instruments will not be made available for trading in secondary market. Allotment in the Issue to all Allottees, will be in electronic form i.e., in dematerialized form and in multiples of one ZCZP Instrument.

For details of allotment refer to chapter titled “*Issue Procedure*” beginning on page 82 of this Draft Prospectus.

Lock-in

ZCZP shall be locked in till its maturity in the hands of all subscribers (including corporates).

Transfer/Transmission of ZCZP Instruments

The ZCZP Instruments shall be transferred to the legal heirs of the Allottees, subject to and in accordance with the rules/procedures as prescribed by NSDL/CDSL and the relevant DPs of the transfer or transferee and any other applicable laws and rules notified in respect thereof.

Title

The ZCZP Holder(s) for the time being appearing in the record of beneficial owners maintained by the Depository shall be

treated for all purposes by our Trust as the holder thereof and its absolute owner for all purposes.

Succession

In the event of demise of the sole or first holder of the ZCZP Instruments, our Trust will recognize the executors or administrator of the deceased ZCZP Instrument Holders, or the holder of the succession certificate or other legal representative as having title to the ZCZP Instruments only if such executor or administrator obtains and produces probate or letter of administration or is the holder of the succession certificate or other legal representation, as the case may be, from an appropriate court in India. Where ZCZP Instruments are held in joint names and one of the joint holders dies, the survivor(s) will be recognized as the ZCZP Instrument Holder(s). It will be sufficient for our Trust to delete the name of the deceased ZCZP Instrument Holder after obtaining satisfactory evidence of his death. Provided, a third person may call on our Trust to register his name as successor of the deceased ZCZP Holder after obtaining evidence such as probate of a will for the purpose of proving his title to the ZCZP Instruments. The Trustees of our Trust in their absolute discretion may, in any case, dispense with production of probate or letter of administration or succession certificate or other legal representation.

Joint holders

Where two or more persons are holders of any ZCZP Instruments, they shall be deemed to hold the same as joint holders with benefits of survivorship.

Applications should be made in single name. If the depository account is held in joint names, the Application Form should contain the name and PAN of the person whose name appears first in the depository account and signature of only this person would be required in the Application Form.

This Applicant would be deemed to have signed on behalf of joint holders and would be required to give confirmation to this effect in the Application Form.

All communications will be addressed to the first named Applicant whose name appears in the Application Form and at the address mentioned therein.

Period of subscription

ISSUE SCHEDULE	
ISSUE OPENS ON	As stated in the Prospectus
ISSUE CLOSES ON	As stated in the Prospectus

Application Forms for the Issue will be accepted only between 10.00 a.m. and 5.00 p.m. (Indian Standard Time) or such extended time as may be permitted by the Stock Exchange, during the Issue Period as mentioned above on all days between Monday and Friday (both inclusive barring public holiday). On the Issue Closing Date, Application Forms will be accepted only between 10.00 a.m. to 3.00 p.m. (Indian Standard Time). For further details please refer to “*Issue Procedure*” on page 82 of this Draft Prospectus.

Mode of payment of Interest to ZCZP Instrument Holders

The Issue, being an issue of zero coupon zero principal instruments in terms of Chapter X-A of the SEBI ICDR Regulations, there is no coupon rate, or redemption amount applicable.

Application Size

Each Application should be for a minimum of ₹ 1000, i.e., 1000 ZCZP Instruments and in multiples of ₹ 1000 (1000 ZCZP Instrument) thereafter. Applicants can apply for the ZCZP Instruments offered hereunder provided the Applicant has applied for minimum application size using the same Application Form.

Applicants are advised to ensure that applications made by them do not exceed the investment limits or maximum number of ZCZP Instruments that can be held by them under applicable statutory and or regulatory provisions.

Pre-closure

Our Trust reserves the right to close the Issue at any time prior to the Issue Closing Date, subject to receipt of minimum subscription or as may be specified in this Draft Prospectus. Our Trust shall Allot ZCZP Instruments with respect to the Applications received until the time of such pre-closure in accordance with the Basis of Allotment as described hereinabove and subject to applicable statutory and/or regulatory requirements.

Minimum subscription

In terms of the SEBI ICDR Regulations, for an issuer undertaking a public issue of zero coupon zero principal instruments the minimum subscription for such public issue of zero coupon zero principal instruments shall be 50% of the Issue Size.

If our Trust does not receive the minimum subscription of 50% of Issue Size, prior to the Issue Closing Date, the entire Application Amount shall be refunded to the Applicants.

Further, no separate arrangements have been made in case of subscription above 50% of the Issue Size but below 100% of the Issue Size.

In case the subscription above 50% of the Issue Size but below 100% of the Issue Size is not arranged, the impact on achieving social objectives is as follows:

The Trust shall endeavor to seek more donations as projected and if the same is not achieved Trust shall plan to proportionately reduce the number of beneficiaries to be covered under the said project.

If the stated minimum subscription amount is not received within the specified period, the application money received is to be credited only to the bank account from which the subscription was remitted. To the extent possible, where the required information for making such refunds is available with our Trust and/or the Registrar, refunds will be made to the account prescribed. However, where our Trust and/or the Registrar does not have the necessary information for making such refunds, our Trust and/or the Registrar will follow the guidelines prescribed by SEBI in this regard.

Impact of Under-Subscription on NGO's Social Mission:

1. Insufficient Funding Impacting Project Objectives: Inadequate capital may restrict the number of beneficiaries as per the LADLI FOUNDATION TRUST's Program for Beneficiaries but will not disrupt schedules for delivering vital providing campaign, training and workshop.

2. Impeded Impact on Beneficiary Communities: Under-subscription to funding initiatives directly affects LADLI FOUNDATION TRUST's outreach to intended beneficiary communities, potentially reducing the number of beneficiaries but will not impact the rate of improvement in living conditions and overall well-being for Beneficiaries who will be taken up in the program.

3. Challenges in Resource Allocation: Insufficient funds may force LADLI FOUNDATION TRUST to reassess resource allocation, potentially diverting resources from critical projects to cover operational costs, thereby impacting the effectiveness of program delivery marginally.

4. Community Disappointment and Eroded Confidence: Under-subscription can lead to disappointment within beneficiary communities, eroding confidence in LADLI FOUNDATION TRUST's capacity to bring about meaningful and sustainable positive change for Beneficiaries.

Utilization of Application Amount

The sum received in respect of the Issue will be kept in the Escrow Account and we will have access to such funds only upon Allotment or refunds, whichever is later of the ZCZP Instruments and on receipt of listing approval from the Stock Exchange as per applicable provisions of law(s), regulations and approvals.

Utilization of Issue Proceeds

- a) All monies received pursuant to the issue of ZCZP Instruments to public shall be transferred to a separate bank account.
- b) Our Trust shall submit to the Stock Exchanges a statement in respect of utilization of the Net Proceeds and balance amount remaining unutilized, until the utilization of the Net Proceeds in accordance with this Draft Prospectus;
- c) Our Trust confirms that the unutilized amounts from the Net Proceeds shall be kept in a separate bank account and shall not be co-mingled with other funds;

- d) Our Trust shall utilize the Issue proceeds only up on (i) receipt of minimum subscription; (ii) completion of Allotment in compliance with Section 40 of The Indian Trust Act, 1882; and (iii) receipt of listing approval from StockExchanges; and

Listing

The ZCZP Instruments offered through this Draft Prospectus are proposed to be listed on the Stock Exchanges. Our Trust has obtained 'in-principle' approvals for the Issue and from NSE *vide* its letter dated [●]. For purposes of the Issue, NSE Social Stock Exchange shall be the Designated Stock Exchange.

Our Trust will use best efforts to ensure that all steps for the completion of the necessary formalities for listing at the Stock Exchanges are taken within 10 (ten) trading days of the Issue Closing Date.

Monitoring and Reporting of Utilisation of Issue Proceeds

There is no requirement for appointment of a monitoring agency in terms of the SEBI ICDR Regulations. Our Trust shall monitor the utilization of the proceeds of the Issue as prescribed under the SEBI Listing Regulations.

ISSUE PROCEDURE

This section applies to all Applicants. Please note that all Applicants are required to pay the full Application Amount while making an Application. Applicants should note that they shall submit their Applications to the Registrar to the Issue as mentioned on the Application Form. Applicants are advised to make their independent investigations and ensure that their Applications do not exceed the investment limits or maximum number of ZCZP Instruments that can be held by them under applicable law or as specified in this Draft Prospectus.

Our Trust does not accept any responsibility for the completeness and accuracy of the information stated in this section and is not liable for any amendment, modification or change in the applicable law which may occur after the date of this Draft Prospectus. Investors are advised to make their independent investigations and ensure that their Applications are submitted in accordance with applicable laws.

OUR TRUST SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR OMISSIONS ON THE PART OF THE REGISTRAR TO THE ISSUE IN CONNECTION WITH THE COLLECTION OF APPLICATION FORMS IN RESPECT OF THE ISSUE. FURTHER, THE REGISTRAR TO THE ISSUE WILL BE RESPONSIBLE FOR ADDRESSING INVESTOR GRIEVANCES ARISING FROM APPLICATIONS.

Please note that for the purposes of this section, the term “Working Day” shall mean all days excluding Sundays or a holiday of commercial banks in Mumbai, except with reference to Issue Period, where Working Days shall mean all days, excluding Saturdays, Sundays and holiday of commercial banks in Mumbai. Furthermore, for the purpose of postissue period, i.e., period beginning from Issue Closing Date to listing of the ZCZP Instruments, Working Days shall mean all trading days of Stock Exchanges excluding Saturdays, Sundays, and bank holidays in Mumbai.

Availability of this Draft Prospectus, Prospectus and Application Forms

The copies of this Draft Prospectus, the Prospectus, together with Application Forms may be obtained from our Registered Office and the Registrar to the Issue. Additionally, the Prospectus and the Application Forms will be available for download on the website of NSE at www.nseindia.com. A unique application number (“UAN”) will be generated for every Application Form downloaded from the website of the Stock Exchanges i.e., BSE at www.bseindia.com and at NSE at www.nseindia.com.

In addition, Application Forms would also be made available to all the recognized stock exchanges.

Our Trust may provide Application Forms for being filled and downloaded at such websites as we may deem fit. The Issuer may also provide Application Forms for being downloaded and filled at such websites as it may deem fit.

Who can apply?

The following categories of persons are eligible to apply in the Issue.

Institutional Investors

- a mutual fund, venture capital fund and alternative investment fund registered with SEBI;
- a public financial institution;
- a scheduled commercial bank;
- a state industrial development corporation;
- an insurance Trust registered with the Insurance Regulatory and Development Authority of India;
- a provident fund with minimum corpus of twenty five crore rupees;

- a pension fund with minimum corpus of twenty five crore rupees registered with the Pension Fund Regulatory and Development Authority established under sub-section (1) of section 3 of the Pension Fund Regulatory and Development Authority Act, 2013;
- National Investment Fund set up by resolution no. F. No. 2/3/2005-DDII dated November 23, 2005, of the Government of India published in the Gazette of India;
 - insurance funds set up and managed by army, navy or air force of the Union of India;
 - insurance funds set up and managed by the Department of Posts, India; and
 - systemically important non-banking financial Companies.

Non-institutional Investors

- Any investor other than a retail individual investor and Institutional Investors, except for investors who are not eligible to invest in ZCZP Instruments. For further details, see “*Issue Procedure*” on page 82 of this Draft Prospectus.

Retail Individual Investors

- “Retail individual investor” means an individual investor who applies or bids for specified securities for a value of not more than two lakhs rupees;

Foreign investors and retail individual investors are not permitted to participate in the Issue.

Note: Participation of any of the aforementioned categories of persons or entities is subject to the applicable statutory and/or regulatory requirements in connection with the subscription to Indian securities by such categories of persons or entities.

APPLICATIONS BY VARIOUS APPLICANT CATEGORIES

Applications by Mutual Funds

A separate Application can be made in respect of each scheme of an Indian mutual fund registered with SEBI and such Applications shall not be treated as multiple Applications. Applications made by the AMCs or custodians of a Mutual Fund shall clearly indicate the name of the concerned scheme for which the Application is being made. An Application Form by a mutual fund registered with SEBI for Allotment of the ZCZP Instruments must be also accompanied with the certified true copies of (i) its SEBI registration certificates (ii) the Memorandum of association in respect of such mutual fund (ii) a resolution authorizing investment and containing operating instructions and (iii) specimen signatures of authorized signatories.

Application by Scheduled Commercial Banks

Scheduled Commercial Banks can apply in the Issue based upon their own investment limits and approvals. Applications by them for Allotment of the ZCZP Instruments must be accompanied with the certified true copies of (i) memorandum and articles of association/charter of constitution; (ii) power of attorney; (iii) a board resolution authorizing investment; and (iv) a letter of authorization. Failing this, our Trust reserves the right to accept or reject any Application for Allotment of the ZCZP Instruments in whole or in part, in either case, without assigning any reason therefor.

Failing this, our Trust reserves the right to accept or reject any Application in whole or in part, in either case, without assigning any reason therefor.

Application by Insurance Companies

Insurance Companies registered with the IRDAI can apply in the Issue based on their own investment limits and approvals in accordance with the regulations, guidelines and circulars issued by the IRDAI. The Application Form must be accompanied with the certified true copies of their (i) memorandum and articles of association/charter of constitution; (ii) power of attorney; (iii) resolution authorizing investments/containing operating instructions; and (iv) specimen signatures authorized signatories.

Failing this, our Trust reserves the right to accept or reject any Application in whole or in part, in either case,

without assigning any reason therefor.

Applications by Alternative Investments Funds

Applications made by alternative investment funds eligible to invest in accordance with the Securities and Exchange Board of India (Alternative Investment Fund) Regulations, 2012, as amended (the “**SEBI AIF Regulations**”) for Allotment of the ZCZP Instruments must be accompanied with the certified true copies of (i) SEBI registration certificate; (ii) a resolution authorizing investment and containing operating instructions; and (iii) specimen signatures authorized persons. The Alternative Investment Funds shall at all times comply with the requirements applicable to it under the SEBI AIF Regulations and the relevant notifications issued by SEBI.

Failing this, our Trust reserves the right to accept or reject any Application in whole or in part, in either case, without assigning any reason therefor.

Applications by Associations of persons and/or bodies established pursuant to or registered under any central or state statutory enactment

In case of Applications made by Applications by Associations of persons and/or bodies established pursuant to or registered under any central or state statutory enactment, must submit a (i) certified copy of the certificate of registration or proof of constitution, as applicable, (ii) Power of Attorney, if any, in favors of one or more persons thereof, (iii) such other documents evidencing registration thereof under applicable statutory/regulatory requirements. Further, any Trust applying for the ZCZP Instruments pursuant to the Issue must ensure that (a) they are authorized under applicable statutory/regulatory requirements and their constitution instrument to hold and invest in ZCZP Instruments, (b) they have obtained all necessary approvals, consents or other authorizations, which may be required under applicable statutory and/or regulatory requirements to invest in ZCZP Instruments, and (c) Applications made by them do not exceed the investment limits or maximum number of ZCZP Instruments that can be held by them under applicable statutory and/ or regulatory provisions.

Failing this, our Trust reserves the right to accept or reject any Applications in whole or in part, in either case, without assigning any reason, therefore.

Applications by Trust

In case of Applications made by Trust, settled under the Indian Trust Act, 1882, as amended, or any other statutory and/or regulatory provision governing the settlement of Trust in India, must submit a (i) certified copy of the registered instrument for creation of such Trust, (ii) power of attorney, if any, in favors of one or more Trust thereof, (iii) such other documents evidencing registration thereof under applicable statutory/regulatory requirements. Further, any Trust applying for the ZCZP Instruments pursuant to the Issue must ensure that (a) they are authorized under applicable statutory/regulatory requirements and their constitution instrument to hold and invest in ZCZP Instruments, (b) they have obtained all necessary approvals, consents or other authorizations, which may be required under applicable statutory and/or regulatory requirements to invest in ZCZP Instruments, and (c) Applications made by them do not exceed the investment limits or maximum number of ZCZP Instruments that can be held by them under applicable statutory and or regulatory provisions.

Failing this, our Trust reserves the right to accept or reject any Applications in whole or in part, in either case, without assigning any reason therefor.

Applications by Public Financial Institutions, which are authorized to invest in the ZCZP Instruments

The Application must be accompanied by certified true copies of: (i) any Act/ Rules under which they are incorporated; (ii) board resolution authorizing investments; and (iii) specimen signature of authorized person.

Failing this, our Trust reserves the right to accept or reject any Applications in whole or in part, in either case, without assigning any reason therefor.

Applications made by Companies, bodies corporate and Companies registered under the applicable laws in India

The Application must be accompanied by certified true copies of: (i) any act/ rules under which they are incorporated; (ii) Board Resolution authorizing investments; and (iii) Specimen signature of authorized person.

Failing this, our Trust reserves the right to accept or reject any Applications in whole or in part, in either case, without assigning any reason therefor.

Partnership firms formed under applicable Indian laws in the name of the partners and Limited Liability Partnerships formed and registered under the provisions of the Limited Liability Partnership Act, 2008

Applications made by partnership firms and limited liability partnerships formed and registered under the Limited Liability Partnership Act, 2008 must be accompanied by certified true copies of: (i) the partnership deed for such Applicants; (ii) any documents evidencing registration of such Applicant thereof under applicable statutory/regulatory requirements; (iii) a resolution authorizing the investment and containing operating instructions; and (iv) specimen signature of authorized person of such Applicant.

Failing this, our Trust reserves the right to accept or reject any Applications for Allotment of the ZCZP Instruments in whole or in part, in either case, without assigning any reason therefor.

Applications under a power of attorney by limited Companies, corporate bodies and registered Companies

In case of Applications made pursuant to a power of attorney by Applicants, a certified copy of the power of attorney or the relevant resolution or authority, as the case may be, along with a certified copy of the memorandum of association and articles of association and/or bye laws must be lodged along with the Application Form.

Failing this, our Trust reserves the right to accept or reject any Application in whole or in part, in either case, without assigning any reason therefor.

In case of Applications made pursuant to a power of attorney by Applicants, a certified copy of the power of attorney must be lodged along with the Application Form.

Failing this our Trust, reserves the right to reject such Applications. Our Trust, in its absolute discretion, reserves the right to relax the above condition of attaching the power of attorney along with the Application Forms subject to such terms and conditions that our Trust may deem fit.

Applications by provident funds, pension funds, which are authorized to invest in the ZCZP Instruments

Applications by provident funds, pension funds, superannuation funds and gratuity funds which are authorized to invest in the ZCZP Instruments, for Allotment of the ZCZP Instruments must be accompanied by certified true copies of: (i) any act/rules under which they are incorporated; (ii) a power of attorney, if any, in favour of one or more Trustees thereof, (ii) a board resolution authorizes investments; (iii) such other documents evidencing registration thereof under applicable statutory/regulatory requirements; (iv) specimen signature of authorized person; (v) a certified copy of the registered instrument for creation of such fund/Trust; and (vi) any tax exemption certificate issued by Income Tax authorities.

Failing this, our Trust reserves the right to accept or reject any Applications for Allotment of the ZCZP Instruments in whole or in part, in either case, without assigning any reason therefor.

Applications by National Investment Funds

Application made by a National Investment Fund for Allotment of the ZCZP Instruments must be accompanied by certified true copies of: (i) a resolution authorizes investment and containing operating instructions; and (ii) specimen signatures of authorized persons.

Failing this, our Trust reserves the right to accept or reject any Applications for Allotment of the ZCZP Instruments in whole or in part, in either case, without assigning any reason therefor

Applications by Systematically Important Non-banking financial Companies

Applications made by systematically important non-banking financial Companies registered with the RBI and under other applicable laws in India must be accompanied by certified true copies of: (i) memorandum and articles of association/charter of constitution; (ii) power of attorney; (iii) board Resolution authorizes investments; and (iii) specimen

signature of authorized person.

Failing this, our Trust reserves the right to accept or reject any Applications in whole or in part, in either case, without assigning any reason therefor.

Applicants are advised to ensure that Applications made by them do not exceed the investment limits or maximum number of ZCZP Instruments that can be held by them under applicable statutory and or regulatory provisions.

Applicants are advised to ensure that they have obtained the necessary statutory and/or regulatory permissions/consents/approvals in connection with applying for, subscribing to, or seeking allotment of ZCZP Instruments pursuant to the Issue.

Escrow Mechanism

We shall open an Escrow Account with the Escrow Collection Bank in whose favour the Applicants shall transfer through direct credit / NACH / NEFT / RTGS or shall issue cheque / demand draft in respect of their Application. Cheques or demand drafts received for the application Amount from investors would be deposited in the respective Escrow Account. The Escrow Collection Bank will act in terms of this Draft Prospectus and the Escrow Agreement. The Escrow Collection Bank shall not exercise any lien whatsoever over the monies deposited therein. Upon completion of the Allotment or refunds, whichever is later, the Escrow Collection Bank shall transfer the monies from the Escrow Account to the bank account of our Trust as per the terms of the Escrow Agreement. Payments of refund to the Applicants shall also be made from the Escrow Account as per the terms of the Escrow Agreement and this Draft Prospectus.

The information below is given for the benefit of Applicants. Our Trust is not liable for any amendment or modification or changes in applicable laws or regulations, which may occur after the date of this Draft Prospectus.

How to apply?

Copies of the Prospectus together with Application Form may be obtained from our Registered Office and the Registrar to the Issue. Additionally, the Prospectus and the Application Forms will be available for download on the website of NSE at www.nseindia.com.

Application Forms will also be available on the website of the Stock Exchange. A unique application number ("UAN") will be generated for every Application Form downloaded from the websites of the Stock Exchange.

Please note that there is a single Application Form.

Method of Application

An eligible investor desirous of applying in this Issue can make Applications through the physical mode only.

Applicants intending to subscribe in the Issue shall submit a duly filled Application Form to the Registrar to the Issue.

All Applications where payment is being made by cheque / demand draft should be submitted to the Registrar to the Issue before the Issue Closing Date. Further, Applications where payment is being made by electronic bank transfer should reach the Registrar to the Issue within up to 3 (three) Working Days from the Issue Closing Date, provided that such extended time shall be available only if the Application Amount has been received in the Escrow Account prior to the Issue Closing Date.

All Application Forms duly completed together with cheque/demand draft, if applicable for the amount payable on application must be delivered before the Issue Closing Date to the Registrar to the Issue. In case the Applicant has transferred the Application Amount by way of an electronic transfer to the Escrow Account, then the Applicant shall necessarily mention the UTR no. and date of transfer in the Application Form.

Application Size

Each Application should be for a minimum of ₹ 1000, i.e., 1000 ZCZP Instruments and in multiples of ₹ ₹ 1000 (1000 ZCZP Instrument) thereafter. Applicants can apply for the ZCZP Instruments offered hereunder provided the Applicant has applied for minimum application size using the same Application Form.

Applicants are advised to ensure that applications made by them do not exceed the investment limits or maximum number of ZCZP Instruments that can be held by them under applicable statutory and or regulatory provisions.

Applications cannot be made by:

Retail individual investors and foreign investors (including persons resident outside India, foreign nationals, non-resident Indians, overseas citizens of India, foreign institutional investors, foreign portfolio investors, foreign venture capital investors).

Terms of Payment

The entire issue price for the ZCZP Instruments is payable on application only. In case of allotment of lesser number of ZCZP Instruments than the number applied, our Trust shall refund the excess amount paid on application to the applicant.

Payment instructions for Applicants

Our Trust shall open an Escrow Account with the Escrow Collection Bank for the collection of the application amount payable upon submission of the Application Form.

Payment shall be made by way of direct credit / NACH / NEFT / RTGS / cheque / demand draft. Outstation cheques / demand drafts drawn on banks not participating in the clearing process will not be accepted and applications accompanied by such cheques or demand drafts are liable to be rejected. Any payment by way of cash or stock invest will not be accepted. In case payment is effected in contravention of the conditions mentioned herein, the Application is liable to be rejected and application money will be refunded and no interest will be paid thereon.

All Application Forms received with outstation cheques, post-dated cheques, cheques / demand drafts drawn on banks not participating in the clearing process shall be rejected and the Registrar shall not be responsible for such rejections.

The Escrow Collection Bank shall transfer the funds from the Escrow Account, as per the terms of the Escrow Agreement, into a separate bank account after the completion of the Allotment or refunds, whichever is later.

All cheques / demand drafts enclosed to the application should be crossed “A/c payee only” and must be made payable to [●].

The Applicants shall ensure that the bank account linked with the Depositories is used for making the payment for Application.

Payment mechanism for Applicants

An Applicant may submit the completed Application Form to Registrar to the Issue along with cheque / demand draft.

The Applicants may also pay their Application Amounts by direct credit / NACH / NEFT / RTGS or may issue cheque / demand draft in respect of their Application to the below bank account:
Escrow Account Details:*

Bank Name: [●]
Account No.: [●]
Account Name: [●]
IFSC Code: [●]
Account Type: [●]

**To be populated in the Prospectus.*

In case of payment by way of cheque / demand draft, the same shall be attached to the Application Form. In case the Applicant has transferred the Application Amount by way of an electronic transfer to the Escrow Account, then the Applicant shall necessarily mention the UTR no. and date of transfer in the Application Form.

All Applications where payment is being made by cheque / demand draft should be submitted to the Registrar to the Issue before the Issue Closing Date. Further, Applications where payment is being made by electronic bank transfer should reach the Registrar to the Issue within up to 3 (three) Working Days from the Issue Closing Date, provided that such extended time shall be available only if the Application Amount has been received in the Escrow Account prior to the Issue Closing Date.

Additional information for Applicants

1. Application Forms submitted by Applicants whose beneficiary accounts are inactive shall be rejected.
2. All applications Forms duly completed and accompanied by account payee cheques / demand drafts shall be submitted with the Registrar to the Issue before the Issue Closing Date. The Registrar to the Issue will not accept payments made in cash. However, Application Forms duly completed together with cheque/demand draft drawn on/payable at a local bank in Mumbai for the amount payable on application, if applicable, shall be sent by Registered Post or by hand delivery to the Corporate Office of the Registrar, so as to reach the Registrar prior to the Issue Closing Date. Applications where payment is being made by electronic bank transfer should reach the Registrar to the Issue within up to 3 (three) Working Days from the Issue Closing Date, provided that such extended time shall be available only if the Application Amount has been received in the Escrow Account prior to the Issue Closing Date. No separate receipts will be issued for the money to be paid on the submission of Application Form.
3. Application Forms submitted by Applicants shall be for allotment of ZCZP Instruments only in dematerialized form.

Instructions for completing the Application Form

1. Applications must be made in the prescribed Application Form.
2. Application Forms are to be completed in full, in BLOCK LETTERS in ENGLISH and in accordance with the instructions contained in *the* Prospectus and the Application Form. Incomplete Application Forms are liable to be rejected. Applicants should note that the Registrar will not be liable for errors in data entry due to incomplete or illegible Application Forms.
3. Applications are required to be for a minimum of 1000 ZCZP Instruments and in multiples of 1000 ZCZP Instruments thereafter as specified in the Issue Documents.
4. Thumb impressions and signatures other than in the languages specified in the Eighth Schedule in the Constitution of India must be attested by a Magistrate or a Notary Public or a Special Executive Magistrate under official seal.
5. Applications should be in single name. Applicants are required to ensure that the PAN Details of the HUF are mentioned and not those of the Karta.
6. Applicants applying for Allotment must provide details of valid and active DP ID, Client ID and PAN clearly and without error. On the basis of such Applicant's active DP ID, Client ID and PAN provided in the Application Form, the Registrar to the Issue will obtain from the Depository the Demographic Details. Invalid accounts, suspended accounts or where such account is classified as invalid or suspended may not be considered for Allotment of the ZCZP Instruments.
7. Applicants must ensure that their Application Forms are made in a single name.
8. The minimum number of Applications and minimum application size shall be specified in the Prospectus. Applicants may apply for ZCZP Instruments Applied for in a single Application Form.
9. All Applicants are required to tick the relevant column in the "Category of Investor" box in the Application Form.

Applicants should note that the Registrar will not be liable for error in data entry due to incomplete or illegible Application Forms. Our Trust would allot the ZCZP Instruments, as specified in the Prospectus for the Issue to all valid Applications`.

Applicants' PAN, Depository Account and Bank Account Details

ALL APPLICANTS APPLYING FOR ALLOTMENT OF THE ZCZP INSTRUMENTS SHOULD MENTION THEIR DP ID, CLIENT ID AND PAN IN THE APPLICATION FORM. APPLICANTS MUST ENSURE THAT THE DP ID, CLIENT ID AND PAN GIVEN IN THE APPLICATION FORM IS EXACTLY THE SAME AS THE DP ID, CLIENT ID AND PAN AVAILABLE IN THE DEPOSITORY DATABASE.

On the basis of the DP ID, Client ID and PAN provided by them in the Application Form, the Registrar to the Issue will obtain from the Depository the Demographic Details of the Applicants including PAN and MICR code. These Demographic Details would be used for giving Allotment Advice to the Applicants. Hence, Applicants are advised

to immediately update their Demographic Details (including bank account details) as appearing on the records of the Depository Participant and ensure that they are true and correct. Please note that failure to do so could result in delays in authorizing, to Applicants, delivery of Allotment Advice at the Applicants' sole risk, and neither the Registrar, nor our Trust shall have any responsibility and undertake any liability for the same.

These Demographic Details would be used for all correspondence with the Applicants including mailing of the Allotment Advice. The Demographic Details given by Applicants in the Application Form would not be used for any other purpose by the Registrar to the Issue except in relation to this Issue. By signing the Application Form, Applicants applying for the ZCZP Instruments would be deemed to have authorized the Depositories to provide, upon request, to the Registrar, the required Demographic Details as available on its records.

Allotment Advice would be mailed by post or e-mail at the address of the Applicants in accordance with the Demographic Details received from the Depositories. Applicants may note that delivery of Allotment Advice may get delayed if the same once sent to the address obtained from the Depositories are returned undelivered. Further, please note that any such delay shall be at such Applicants' sole risk and neither our Trust, nor the Registrar to the Issue shall be liable to compensate the Applicant for any losses caused to the Applicants due to any such delay or liable to pay any interest for such delay.

In case of Applications made under powers of attorney, our Trust in its absolute discretion, reserves the right to permit the holder of a power of attorney to request the Registrar to the Issue that for the purpose of printing particulars on and mailing of the Allotment Advice through post, the Demographic Details obtained from the Depository of the Applicant shall be used.

With effect from August 16, 2010, the beneficiary accounts of Applicants for whom PAN details have not been verified shall be suspended for credit and no credit of ZCZP Instruments pursuant to this Issue will be made into the accounts of the Applicants. Application Forms submitted by Applicants whose beneficiary accounts are inactive shall be rejected.

Applicants should note that the ZCZP Instruments will be allotted to all successful Applicants only in dematerialized form. The Application Forms which do not have the details of the Applicant's depository account, including DP ID, Client ID and PAN, shall be treated as incomplete and will be rejected.

APPLICATIONS FOR ALLOTMENT OF ZCZP INSTRUMENTS IN THE DEMATERIALIZED FORM

Submission of Applications

All Application Forms duly completed together with cheque/demand draft, drawn on/payable at a local bank in Mumbai for the amount payable on application, if applicable, shall be sent by Registered Post or by hand delivery to the Corporate Office of the Registrar, so as to reach the Registrar prior to the Issue Closing Date.

In case the Applicant has transferred the Application Amount by way of an electronic transfer to the Escrow Account, then the Applicant shall necessarily mention the UTR no. and date of transfer in the Application Form.

All Applications where payment is being made by cheque / demand draft should be submitted to the Registrar to the Issue before the Issue Closing Date. Further, Applications where payment is being made by electronic bank transfer should reach the Registrar to the Issue within up to 3 (three) Working Days from the Issue Closing Date, provided that such extended time shall be available only if the Application Amount has been received in the Escrow Account prior to the Issue Closing Date.

In case of hand delivery of the Application Form, an acknowledgement shall be issued by Registrar to the Applicant as proof of having accepted the Application.

Applications shall be deemed to have been received by us only when submitted to the Registrar as detailed above and not otherwise.

Online Applications

Our Trust shall not provide any facility to submit applications in online mode.

INSTRUCTIONS FOR FILLING-UP THE APPLICATION FORM

General Instructions

A. General instructions for completing the Application Form

- Applications must be made in prescribed Application Form only;
- Application Forms must be completed in block letters in English, as per the instructions contained in this Draft Prospectus, the Prospectus and the Application Form;
- Applicants must apply for Allotment in dematerialized form and must provide details of valid and active DPID, Client ID and PAN clearly and without error. On the basis of such Applicant's active DP ID, Client ID and PAN provided in the Application Form
- The minimum number of Applications and minimum application size shall be specified in the Prospectus.
- Applications should be in single name. If the depository account is held in joint names, the Application Form should contain the name and PAN of the person whose name appears first in the depository account and signature of only this person would be required in the Application Form. This Applicant would be deemed to have signed on behalf of joint holders and would be required to give confirmation to this effect in the Application Form;
- Applications should be made by Karta in case of HUFs. Applicants are required to ensure that the PAN details of the HUF are mentioned and not those of the Karta;
- Thumb impressions and signatures other than in English/Hindi/Gujarati/Marathi or any other languages specified in the 8th Schedule of the Constitution need to be attested by a Magistrate or Notary Public or a Special Executive Magistrate under his/her seal;
- No separate receipts will be issued for the money payable on the submission of the Application Form.
- Every Applicant should hold valid Permanent Account Number (PAN) and mention the same in the Application Form;
- All Applications where payment is being made by cheque / demand draft should be submitted to the Registrar to the Issue before the Issue Closing Date. Further, Applications where payment is being made by electronic bank transfer should reach the Registrar to the Issue within up to 3 (three) Working Days from the Issue Closing Date, provided that such extended time shall be available only if the Application Amount has been received in the Escrow Account prior to the Issue Closing Date.

Our Trust would allot the series of ZCZP Instruments, as specified in the Prospectus to all valid Applications.

B. Applicant's Beneficiary Account and Bank Account Details

Applicants applying for Allotment in dematerialized form must mention their DP ID, Client ID and PAN in the Application Form and ensure that the name provided in the Application Form is exactly the same as the name in which the Beneficiary Account is held. In case the Application Form for Allotment in dematerialized form is submitted in the first Applicant's name, it should be ensured that the Beneficiary Account is held in the same joint names and in the same sequence in which they appear in the Application Form. In case the DP ID, Client ID and PAN mentioned in the Application Form for Allotment in dematerialized form do not match with the DP ID, Client ID and PAN available in the Depository database or in case PAN is not available in the Depository database, the Application Form for Allotment in dematerialized form is liable to be rejected. Further, Application Forms submitted by Applicants applying for Allotment in dematerialized form, whose beneficiary accounts are inactive, will be rejected.

On the basis of the DP ID and Client ID provided by the Applicant in the Application Form for Allotment in dematerialized form, the Registrar to the Issue will obtain from the Depositories the Demographic Details of the Applicant including PAN, address, Magnetic Ink Character Recognition ("MICR") Code and occupation. These Demographic Details would be used for giving Allotment Advice and refunds (including through physical refund warrants, direct credit, NACH, NEFT and RTGS), if any, to the Applicants. Hence, Applicants are advised to immediately update their Demographic Details as appearing on the records of the DP and ensure that they are true and correct, and carefully fill in their Beneficiary Account details in the Application Form. Failure to do so could result in delays in dispatch/credit of refunds to Applicants and delivery of Allotment Advice at the Applicants' sole risk, and neither our Trust, Registrar to the Issue nor the Stock Exchanges will bear any responsibility or

liability for the same.

The Demographic Details would be used for correspondence with the Applicants including mailing of the Allotment Advice. Allotment Advice would be mailed at the address of the Applicant as per the Demographic Details received from the Depositories.

In case of Applications made under power of attorney, our Trust in its absolute discretion, reserves the right to permit the holder of Power of Attorney to request the Registrar that for the purpose of printing particulars on the mailing of Allotment Advice, the demographic details obtained from the Depository of the Applicant shall be used. By signing the Application Form, the Applicant would have deemed to have authorized the Depositories to provide, upon request, to the Registrar to the Issue, the required Demographic Details as available on its records. The Demographic Details given by Applicant in the Application Form would not be used for any other purpose by the Registrar to the Issue except in relation to the Issue.

The beneficiary accounts of Applicants for whom PAN details have not been verified shall be suspended for credit and no credit of ZCZP Instruments pursuant to the Issue will be made into the accounts of such Applicants. Application Forms submitted by Applicants whose beneficiary accounts are inactive shall be rejected. Furthermore, in case no corresponding record is available with the Depositories, which matches the three parameters, namely, DP ID, Client ID and PAN, then such Application are liable to be rejected.

C. Permanent Account Number (“PAN”)

The Applicant should mention his or her PAN allotted under the IT Act. For minor Applicants, applying through the guardian, it is mandatory to mention the PAN of the minor Applicant. However, Applications on behalf of the Central or State Government officials and the officials appointed by the courts in terms of a SEBI circular dated June 30, 2008, and Applicants residing in the state of Sikkim who in terms of a SEBI circular dated July 20, 2006, may be exempt from specifying their PAN for transacting in the securities market. In accordance with Circular No. MRD/DOP/Cir- 05/2007 dated April 27, 2007, issued by SEBI, the PAN would be the sole identification number for the participants transacting in the securities market, irrespective of the amount of transaction. Any Application Form, without the PAN is liable to be rejected, irrespective of the amount of transaction. It is to be specifically noted that the Applicants should not submit the GIR number instead of the PAN as the Application is liable to be rejected on this ground.

However, the exemption for the Central or State Government and the officials appointed by the courts and for investors residing in the State of Sikkim is subject to the Depository Participants' verifying the veracity of such claims by collecting sufficient documentary evidence in support of their claims. At the time of ascertaining the validity of these Applications, the Registrar to the Issue will check under the Depository records for the appropriate description under the PAN field i.e., either Sikkim category or exempt category.

General Instructions

Do's

1. Check if you are eligible to apply as per the terms of the Prospectus and applicable law;
2. Read all the instructions carefully and complete the Application Form in the prescribed form;
3. Ensure that you have obtained all necessary approvals from the relevant statutory and/or regulatory authorities to apply for, subscribe to and/or seek Allotment of ZCZP Instruments pursuant to the Issue;
4. Ensure that the DP ID and Client ID are correct and beneficiary account is activated for Allotment of ZCZP Instruments in dematerialized form. The requirement for providing Depository Participant details shall be mandatory for all Applicants;
5. Ensure that you have been given an acknowledgement as proof of the Registrar having accepted the Application Form in case of hand delivery of Application Forms;
6. Ensure that signatures other than in the languages specified in the Eighth Schedule to the Constitution of India are attested by a Magistrate or a Notary Public or a Special Executive Magistrate under official seal;
7. In case of an HUF applying through its Karta, the Applicant is required to specify the name of an Applicant in the Application Form as 'XYZ Hindu Undivided Family applying through PQR', where PQR is the name

of the Karta. However, the PAN of the HUF should be mentioned in the Application Form and not that of the Karta;

8. Ensure that the Demographic Details including PAN are updated, true and correct in all respects;
9. Ensure that if the depository account is held in joint names, the Application Form should contain the name and PAN of the person whose name appears first in the depository account and signature of only this person would be required in the Application Form. This Applicant would be deemed to have signed on behalf of joint holders and would be required to give confirmation to this effect in the Application Form;
10. Ensure that your Application Form is submitted with the Registrar to the Issue; and
11. Ensure that you have correctly ticked, provided or checked the authorisation box in the Application Form.

Don'ts:

1. Do not apply for lower than the minimum application size;
2. Do not fill up the Application Form such that the ZCZP Instruments applied for exceeds the Issue size and/or investment limit or maximum number of ZCZP Instruments that can be held under the applicable laws or regulations or maximum amount permissible under the applicable regulations;
3. Do not submit the GIR number instead of the PAN as the Application is liable to be rejected on this ground;
4. Do not submit incorrect details of the DP ID, Client ID and PAN or provide details for a beneficiary account which is suspended or for which details cannot be verified by the Registrar to the Issue;
5. Do not submit Applications on plain paper or on incomplete or illegible Application Forms;
6. Do not apply if you are not competent to contract under the Indian Contract Act, 1872;
7. Do not submit an Application in case you are not eligible to acquire ZCZP Instruments under applicable law or your relevant constitutional documents or otherwise;
8. Do not apply if you are a person ineligible to apply for ZCZP Instruments under the Issue;
9. Do not make an application of the ZCZP Instrument on multiple copies taken of a single form;

Depository Arrangements

Our Trust has made depository arrangements with NSDL and CDSL for issue and holding of the ZCZP Instruments in authorized form.

In this context:

1. Tripartite Agreement dated [●], between us, the Registrar to the Issue and CDSL for offering depository option to the Applicants.
2. Tripartite Agreement dated [●], between us, the Registrar to the Issue and NSDL for offering depository option to the Applicants.
3. An Applicant must have at least one beneficiary account with any of the Depository Participants (DPs) of NSDL or CDSL prior to making the Application.
4. ZCZP Instruments Allotted to an Applicant will be credited directly to the Applicant's respective beneficiary account(s) with the DP.
5. Non-transferable Allotment Advice will be directly sent to the Applicant by the Registrar to the Issue.

For further information relating to Applications for Allotment of the ZCZP Instruments in authorized form, please see this section titled "*Issue Procedure*" on page 82 of this Draft Prospectus.

Communications

All future communications in connection with Applications made in the Issue should be addressed to the Registrar to the Issue quoting all relevant details as regards the Applicant and its Application.

Applicants can contact our main Trustee and Compliance Officer or the Registrar to the Issue in case of any pre – Issuerelated problems and/or post-Issue related problems such as non-receipt of Allotment Advice non-credit of ZCZP Instruments in depository’s beneficiary account/ etc.

Undertaking by the Issuer

Statement by the Board:

- (a) All monies received pursuant to the Issue of ZCZP Instruments to public shall be transferred to a separate bank account as referred to Indian Trust Act, 1882.
- (b) Details of all monies utilized out of Issue referred to in sub-item (a) shall be disclosed under an appropriate separate head in our balance sheet indicating the purpose for which such monies had been utilized.
- (c) Details of all unutilized monies out of issue of ZCZP Instruments, if any, referred to in sub-item (a) shall be disclosed under an appropriate separate head in our Balance Sheet indicating the form in which such unutilized monies have been invested.
- (d) Our Trust shall submit to the Stock Exchanges a statement in respect of utilisation of the Net Proceeds, on a quarterly basis, containing (a) category-wise amount of monies raised, (b) category-wise amount of monies utilized, (c) balance amount remaining unutilized, until the utilization of the Net Proceeds in accordance with this Draft Prospectus.
- (e) We shall utilize the Issue proceeds only after (a) receipt of the minimum subscription of 50% of the Issue Size; (b) completion of Allotment and refund process in compliance with The Indian Trust Act, 1882; and (c) receipt of listing approval from the Stock Exchanges.

Other Undertakings by our Trust

Our Trust undertakes that:

- (a) Complaints received in respect of the Issue will be attended to by our Trust expeditiously and satisfactorily.
- (b) Our Trust will take necessary steps for the purpose of getting the ZCZP Instruments listed within the specified time, i.e., within 10 (ten) trading days of the Issue Closing Date.
- (c) Funds required for dispatch of Allotment Advice will be made available by our Trust to the Registrar to the Issue.
- (d) We shall make necessary disclosures/reporting under any other legal or regulatory requirement as may be required by our Trust from time to time.

Rejection of Applications

As set out below or if all required information is not provided or the Application Form is incomplete in any respect, the Board of Trustees of our Trust reserves its full, unqualified and absolute right to accept or reject any Application in whole or in part and in either case without assigning any reason thereof.

Application may be rejected on one or more technical grounds, including but not restricted to:

- Application by persons not competent to contract under the Indian Contract Act, 1872, as amended, (other than minor having valid Depository Account as per Demographic Details provided by Depositories);
- Applications by retail or foreign investors;
- Applications not being signed by the sole Applicant;

- Application Amount blocked being higher or lower than the value of ZCZP Instruments Applied for. However, our Trust may allot ZCZP Instruments up to the number of ZCZP Instruments Applied for, if the value of such ZCZP Instruments Applied for exceeds the minimum application size;
- Applications where a registered address in India is not provided for the Applicant;
- In case of partnership firms (except LLPs), ZCZP Instruments applied for in the name of the partnership and not the names of the individual partners(s);
- DP ID and Client ID not mentioned in the Application Form;
- GIR number furnished instead of PAN;
- Applications for an amount below the minimum application size;
- Applications by persons who are not eligible to acquire ZCZP Instruments of our Trust in terms of applicable laws, rules, regulations, guidelines and approvals;
- In case of Applications under power of attorney or by limited Companies, corporate, Trust etc., submitted without relevant documents;
- Applications accompanied by Stock invest/cash;
- Signature of sole Applicant missing;
- Applications by persons debarred from accessing capital markets, by SEBI or any other regulatory authority.
- Date of Birth for first/sole Applicant for persons applying for Allotment not mentioned in the Application Form.
- In case no corresponding record is available with the Depositories that matches three parameters namely, DP ID, ClientID and PAN or if PAN is not available in the Depository database;
- Applications for amounts greater than the maximum permissible amount prescribed by the regulations and applicable law;
- Applications by persons prohibited from buying, selling or dealing in shares, directly or indirectly, by SEBI or any other regulatory authority;
- Applications by any person outside India;
- Applications by other persons who are not eligible to apply for ZCZP Instruments under the Issue under applicable Indian or foreign statutory/regulatory requirements;
- Applications uploaded after the expiry of the allocated time on the Issue Closing Date, unless extended by the Stock Exchange, as applicable;
- Application Forms not delivered by the Applicant within the time prescribed as per the Application Form and the Prospectus;
- Applications by Applicants whose demat accounts have been 'suspended for credit' pursuant to the circular issued by SEBI on July 29, 2010, bearing number CIR/MRD/DP/22/2010;
- Where PAN details in the Application Form are not as per the records of the Depositories;
- Applications providing an inoperative demat account number.
- Applications being received post the Issue Closing Date where the payment of Application Amount is being made by cheque / demand draft.

- Applications being received upon expiry of 3 (three) Working Days where the payment of the Application Amount is being done by way of electronic bank transfer, provided the Application Amount was received in the Escrow Account prior to the Issue Closing Date.

Mode of making refunds

The Registrar to the Issue shall make refunds to the relevant bank accounts of the Applicants as per the Demographic details given by the Depositories.

The mode of refund shall be undertaken in the following order of preference:

1. Direct Credit

Applicants having their bank account with the Escrow Collection Bank, shall be eligible to receive refunds, if any, through direct credit. The refund amount, if any, would be credited directly to their bank account with the Escrow Collection Bank.

2. NACH

National Automated Clearing House which is a consolidated system of ECS. Payment of refund would be done through NACH for Applicants having an account at one of the centres specified by the RBI, where such facility has been made available. This would be subject to availability of complete bank account details including Magnetic Ink Character Recognition (MICR) code wherever applicable from the depository. The payment of refund through NACH is mandatory for Applicants having a bank account at any of the centres where NACH facility has been made available by the RBI (subject to availability of all information for crediting the refund through NACH including the MICR code as appearing on a cheque leaf, from the depositories), except where applicant is otherwise disclosed as eligible to get refunds through NEFT or Direct Credit or RTGS.

3. RTGS

Applicants having a bank account with a participating bank and whose refund amounts exceed ₹200,000, or such amount as may be fixed by RBI from time to time, have the option to receive refund through RTGS. Such eligible Applicants who indicate their preference to receive refund through RTGS are required to provide the Indian Financial System Code (“IFSC”) in the Application Form or intimate our Trust and the Registrar to the Issue at least seven days prior to the Record Date. Charges, if any, levied by the Applicant’s bank receiving the credit would be borne by the Applicant. In the event the same is not provided, refund shall be made through NACH subject to availability of complete bank account details for the same as stated above.

4. NEFT

Payment of refunds shall be undertaken through NEFT wherever the Applicants’ banks have been assigned the IFSC, which can be linked to a Magnetic Ink Character Recognition (“MICR”), if any, available to that particular bank branch. The IFSC Code will be obtained from the website of RBI as on a date immediately prior to the date of payment of refund, duly mapped with MICR numbers. Wherever the Applicants have registered their nine-digit MICR number and their bank account number while opening and operating the demat account, the same will be duly mapped with the IFSC of that particular bank branch and the payment of refund will be made to the applicants through this method.

Basis of Allotment

If the Issue is oversubscribed (i.e. if the subscription received is greater than the Issue Size), the allocation of ZCZP Instruments, in consultation with the Designated Stock Exchange, shall be on a proportionate basis.

Issuance of Allotment Advice

Our Trust shall ensure dispatch of Allotment Advice as per the Demographic Details received from the Depositories within 8-10 Working Days of the Issue Closing Date. Instructions for credit of ZCZP Instruments to the beneficiary account with Depository Participants shall be made within 8-10 Working Days of the Issue Closing Date. Our Trust will provide adequate funds required for dispatch of Allotment Advice, as applicable, to the Registrar to the Issue.

Investor Withdrawals and Pre-closure

Investor Withdrawal: Applicants can withdraw their Applications till the Issue Closing Date by submitting a request for the same to the Registrar, through whom the Application had been placed. In case an Applicant wishes to withdraw the Application after the Issue Closing Date, the same can be done by submitting a withdrawal request to the Registrar to the Issue prior to the finalization of the Basis of Allotment.

Pre-closure: Our Trust reserves the right to close the Issue at any time prior to the Issue Closing Date, subject to receipt of minimum subscription or as may be specified in the Prospectus. Our Trust shall allot ZCZP Instruments with respect to the Applications received until the time of such pre-closure in accordance with the Basis of Allotment as described hereinabove and subject to applicable statutory and/or regulatory requirements. In the event of such early closure of the Issue, our Trust shall ensure that public notice of such early closure is published on or before such early date of closure or the Issue Closing Date, as applicable, through advertisement(s) in all those newspapers in which pre-issue advertisement have been given.

If our Trust does not receive the minimum subscription of 50% of Issue Size prior to the Issue Closing Date the entire Application Amount shall be refunded to the Applicants.

SECTION VIII – KEY PROVISIONS OF MEMORANDUM OF ASSOCIATION

Name of the Trust: Ladli Foundation Trust

Office of the Trust: C3, Qutub Institutional Area, Katwariya Sarai, New Delhi-110016

Aim and Object of the Trust:

1. The Mission of The Ladli Foundation will be for promoting the One Earth - One Health approach by spearheading transformative social endeavors. Our goal is to provide fair access to healthcare, education, and essential life skills for the most marginalized communities. It will be dedicated for safeguarding the fundamental human rights of most vulnerable population across the globe and fostering equality and gender sensitivity within the society. It also envision to raise global awareness about the importance of scientifically proven Indian traditional practices of sustainable living and advancing its responsible utilization.
2. That the Ladli Foundation also aims to establish a global community dedicated to advocating for international policies and implementing effective strategies and programs that prioritize comprehensive women's health, including maternal and child health, in developing nations to achieve gender equality and other global goals.
3. To achieve its mission, aim and objective the organization will establish its separate international regional units, wings, chapters or franchisees across the world by involving the people from global communities.
4. That the primarily the organization will set up or establish the its International chapter as "Ladli Foundation International and global regional chapters such as Ladli Foundation Africa, Ladli Foundation Europe, Ladli Foundation Australia, additionally it will change in the name of its existing chapter of "Ladli Foundation USA" to "Ladli Foundation America".
5. That the organization will execute all kinds of work, program, projects, corporate and international partnerships, tenders and REP's of international developments agencies, philanthropic organizations, UN agencies family foundations, educational institutions, government / federal/state/ PSU/PSE's, corporates and MNC's related to advancement of hygiene, sanitation, primary health, Information Education and Communication (IEC), Momen empowerment, ESG, advancement of one health approach, sustainability and related to all the UN sustainable development goals.
6. That the organization will execute and work for bringing technological and non-technological social innovation for promoting students and youth engagements and their participation in volunteering for community development services through social internship, youth exchange, cultural exchange, tourism-based volunteering, corporate employees volunteering etc.
7. That the organization may publish / launch its volunteering /community development service programs and its training modules, syllabus and other relevant content in the form of books, e-books, video's, podcast, AV's and other digital and non-digital formats whichever will be available.
8. To work for women participation, political and non-political representation in the government for public welfare by promoting their democratic, constitutional right
9. To work for awareness and provide assistance to needy people about their Constitutional/legal Rights and information about Govt. Policies and connecting them with govt welfare schemes through one stop centers.
10. To utilize invest its corpus funds into government bonds / SIP/ equity public listed shares / mutual funds to generate the income for its administrative expenses program exp organizational developments, development of Innovation for society goods and other research and development purpens aligned with the mission and als and objectives of the trust organization
11. To Form Self-Help Groups In all working villages, cities, towns etc. and promote savings and credit among themselves for better employment avenues to attain self-reliant
12. That trust will organize and collaborate for other organizations for conducting mass marriages Wedding ceremonies initiatives for ensuring social security of vulnerable women by providing financial assistance for same to intended underprivileged beneficiaries

13. To Conduct and execute Research, Student, Projects, Program, CER Activities for the overall development and welfare of the Society and people from all the sections of society and community.
14. To Implement Corporate Social Responsibility (CSR) Projects of Various Corporates /PSU's /Private Companies and all types of Government/ Non-Government Organizations
15. For the advancement and expansion at international level of its initiatives programs, projects, events namely Shagun, Saheli, Sashakt Divynag, Run for Landli, andli Rakshak, Laadli Kanyapujan, Sashakt, Swabhimaan, Ashirwand, punurutthan, Shakti, Saheli IEC, Saheli Anomia Eradication, JOSH, menstrushala, Voltour, social internship, myvol, the inspiring women and other future programs.
16. To Conduct/run Preventive healthcare and sensitization Camps, Swachhta Pakhwada, Mobile campo, mobile ambulances /vans.
17. To purchase, trade/supply and Installation of Sanitary pad vending machines and sanitary pad Incinerators, all types of Sanitary pads, Anti-Pollution Masks, Sanitizers and all type of hygiene and sanitary and sanitation related items.
18. To renovation and beautification of public toilets / government properties / heritage properties /monuments parks and gardens /roads /buildings etc.
19. That To open, found, establish, promote set up, run, maintain, assist, finance, support and/or aid or help in setting up and/or maintaining or running hospitals, nursing homes, Maternity Homes, clinics, dispensaries, Mobile Hospital Ambulance, Medical Institution of Ayurvedic, Homeopathic or Allopathic, Survey, Acupuncture, Acupressure, Naturopathy or any other nodes of treatment and other establishment for providing medical relief, medicine facility to the poor sick, infirm people further to accept donation/s in the above context.
20. That establish or Run Orphanage, Temple, Meditation Yoga Center, Spiritual Training Center/ Institutions /University and will organize all kind of Activities for the advancement of spiritualism, Communal Harmony, Advancement and Promotion of traditional & Cultural Values / Festivals /Rituals of All Religions / Communities, Advancement of Human Values and Ethics / Awareness Generation to achieve Equality, Inclusive Society and to eliminate social taboos.
21. To Conduct Seminars, Conferences, Summits, Marathons, Sports Events, Community Engagement Programs, Sensitization Programs for Awareness Generation of All the Governmental and Non-Governmental Issues / Social Issues related to people of All Sections of The Society
22. To Run Publications, Channels, Media Institutions and to publish News Editions, Magazines and journals, research papers, study reports, detailed project reports etc.
23. To Establish & Run Academic/Technical/Management and Skill Training centers, Institutes, Collages, Research Centers, libraries & Universities.
24. To Work for Education, Health, Well-being, Livelihood & Holistic development and Empowerment of Women's, Persons with Disabilities, Scheduled cast/Scheduled tribes /other backward classes/LGBTQ Communities and Underprivileged Section of The Society
25. To Implement & Run all kind of Programs/projects for achieving All Sustainable Development Goals of United Nation.
26. That trust will run vocational training institutes and skill developments training center for various courses for Persons with Disabilities and for all sections of the society.
27. That trust will start work for awareness of Global warming, wastage of natural resources, other beneficiaries act to save environment, and natural resources for benefit of environment and awareness and execution for save all-natural resources like Drinking water, Tree, Coal, Minerals, petroleum etc.
28. To work for promotion Development of Recycling Culture of all Daily Utility Products like Paper & Paper Products, Plastic, Glass, and all recyclable items. To run Recycling factories, mills manufacturing units of all recyclable goods like paper, drinking water etc. for benefit of environment.
29. To Implement Awareness Generation Programs Information, education and communication (IEC) Activities of Government/ Non-Government Organizations
30. To Establish & Run Hostel & Residential Coaching Centers for Advance level Trainings and orientation programs and Preparation of Competitive exams.
31. To establish Run Production and Media House/ Radio Station for Production & Publish all types of Audio/Video Advertisements /feature films /short films/ outdoor Hoardings, Posters, Social Media

Campaigns /Magazines/Blogs/Newspapers for creating Awareness of All Types of Social Issues and Govt. Schemes.

32. To purchase/lease land and plots/ constructed space from the concerned authority and construction of buildings to establish institutions for above mentioned objectives.
33. To make correspondence in lawful manners with the authority concerned for the solution of social/civic problems of the member of the society and for the Public in General.
34. To start Health Clinic, Hospital, Family Welfare Center, healthy awareness, social awareness, Mobile Medical Van with up to date ambulance and emergency medical program.
35. To invite and conduct Program and concerts with artists from different countries to share their music, cultures, tradition and heritage and facilitate their interaction with great artists, folk, musicians, painters and dancers etc. from India, thus promoting Indian art culture and music in the world in return.
36. To Organize International/National/State level cultural and business exchange program tours/seminars/conferences/summits /Awards functions
37. Organizing Panel Discussion and Conducting Workshops for Policy Analysis and Reforms.
38. To work on environmental issues and create awareness about Stop Using Single Use Plastic/tree Cutting /All type of Pollution and to save all-natural resources like Drinking water, Tree, Coal, Minerals, petroleum etc.
39. To open branches/units/associates/franchises in other districts, states & countries and connect them with the national Council to develop Global Network.
40. To solve the problems of unemployment, promote self- employment & employment by organizing various camps, employment job fairs, seminars, exhibitions, workshop, vocational training programs etc. Open vocational training programs with the help government.
41. To get associated with NYKS, NSS, scout & organize Program with them open sports, youth clubs, youth development centers etc.
42. To organize adventure camps, promote various types of sports, yoga, gymnastic, martial arts, cricket, and football. Also develop health clubs, sports clubs, play grounds, swimming pool, stadiums etc. To organize district, state, national & international level tournament.
43. To acquire, purchase, take on lease/on rent otherwise acquire land and building and other properties, movable or immovable, within the society for the purpose that they may think proper to acquire after approved by the concerned authority.
44. To accept the all types of request, gifts, donations, Grants, CSR Funds, Royalty and subscription to accumulate and raise funds or endowments and or to invest sum and utilize the income arising there from to use the capital there for any of objective of the society.
45. To do all other such things may be conducive to the development of the education, Commerce, technical and medical and entertainment of the attempt of above Objectives or any of them.
46. To perform all such acts, as may be necessary for the Achievement and accomplishment of the above-mentioned aims and objectives.
47. To strive to eradicate social evils like dowry system caution the messages against the use of drugs and to counter bail the strident force of terrorism.
48. To run school, colleges, playground, coaching centers, libraries, Voluntary Welfare Organizations, and other similar activities and institutions and, higher education institute etc. after approved by the competent authorities.
49. To work as an Arbitrator or a helping organization to resolve the difference in between the Members of Society and between the Public in General. To help to avoid clashes on any point of Difference between any two or more.
50. To undertake various activities that will arise and develop the feeling of the unity and affections amongst Public in General.
51. To work and aid for the welfare for the students, needy people, deserving people and weaker sections of the society below poverty line specially from slum & tribal area and area we are living in.
52. Society can raise loan from any financial institutions/banks for smooth running and development of society work.

53. To File Writ Petitions/Public Interest litigations /Complaints matter related to in all the benefit of Society/Governance/corruption Implementations and policy amendments and implementations.
54. Trust can have affiliation with or membership of renowned Societies/ Government/ Non-Government/international development /funding organizations educational institutions/universities. In anywhere in INDIA and abroad.
55. To generate funds from Indian as well as foreign patrons and corporations' organizations to sustain the cultural and social work for the Society.
56. To establish, maintain, manage and control and shelters for the use of general public at the time of festivals, social educational functions and meals etc., with the permission of concerned authorities and also make best efforts for sanitation and security in those functions.
57. To erect, construct, alter, maintain, sell lease mortgage, transfer, improve, develop, manage and control all or any part of the property or the building of the above society, necessary or convenient for the purpose of the attainment of the Aims and objects of the Society.
58. To offer medical treatment, care and other help for elderly artist who have served the society and cannot take care of themselves.
59. To give awards to young as well as established artists, individuals or institutions of various fields.
60. To enter into partnerships with important cultural organizations from all over the world for the purpose of development and enrichment of Music, art and culture.
61. To start, establish, run, takeover or manage and maintain schools, college, Universities, Polytechnic Institutes and Like, with an object or provide primary, Middle, secondary, higher Undergraduate and Post Graduate education to students by seeking recognition. And to get the Loan from any Bank in NCT of Delhi or India.
62. To arrange and manage the training instructions, schools, college, vocational center and other discipline on the different subjects related to education.
63. To promote literacy, cultural and other activities, by education classes, lectures, competitions, symposiums, seminar workshop and conferences.
64. To accept donations, grants, presents, gifts and other offerings in the shape of moveable and/or immovable properties for the attainment of the Aims and Objects of the trust.
65. To purchase/acquire the land and/or building in the name of the Trust for the upliftment and fulfillment of the Aims and Objects of the Trust.
66. To do such other things/acts/activities which are necessary and which may be incidental or conducive to the attainment of any object of the Trust.
67. All the incomes, earnings, moveable/or immoveable properties of the Trust shall be solely utilized and applied towards the promotion of its Aims and Objects only as set forth in the trust deed and no profit thereof shall be paid or transferred directly or indirectly by way of dividends, bonus, profits or in any manner whatsoever to the present or the past members of the society or to any person claiming through any one or more of the present or the past members. No trustee of the trust shall have any personal claim on any moveable or immoveable properties of the trust or make any profits whatsoever, by the virtue of this trusteeship.
68. To provide food, clothes, medical aid, and libraries to the general public.
69. To open, found, establish, promote, set up, run maintain, assist, support and/or help the various community development programs/activities and also construct and develop the community Halls, Marriage Homes, Night Shelter, Shochalaya (Convenient public toilets) Old age hones, orphanage, health care centers, Charitable Dispensaries, Hospitals, Mahila ashram and other buildings/institutions for use of general public and for the welfare of the general public.
70. To make adequate arrangements and start the rehabilitation centers for destitute, widows, old men and women, proof beggars, orphans, handicapped, blinds, deaf, dumb, mentally retarded and for other needy people.
71. To help poor and indigent persons in marriages of their sons and daughters by way of cash donation or otherwise and to distribute clothes, Food and other necessities of daily life amongst the poor, orphan and indigent persons.

72. To give, provide and/or render monetary and/or other help and assistance for the relief of persons and animals affected by natural and other calamities such as flood, fire famine, cyclone, earthquake, storm, accident, drought, epidemic, unbearable cost of living etc.,
73. To approach to the competent authorities or court/courts. to safeguard the rights to the general public and for the public interests from time to time as the society may deem fit and proper.
74. To receive financial and non-financial assistance from Government/Non-Governments Organization, International Agencies, Banks and any other legal entity or individual.
75. To accept Gifts/donations either in case or kind which be made by any philanthropic institutions/person, corporate bodies, government or members of the public, who are in sympathy with the aims and objectives set out above or by any other person, organization or entity whether in India or outside.
76. To undertake programs, projects and research or work that will encourage any action that results in the social and charitable purposes.
77. Make donations or contributions for attaining and in furtherance of the objects of the trust.
78. To promote, aid, assist, help, finance, guide, organize, plan undertake develop, maintain, carry on channelize, and co-ordinate scientific research, development, demonstrating, training and extensions in the fields of agriculture, horticulture, agro-forestry, social forestry, tree and crop management, forage production bio-mass, Bio mining irrigation, soil-conservation, water and water shed management dry-land farming development of waste land, renewable sources of energy, environmental protection.
79. To apply and acquire and land from the authorities. concerned for the purpose of welfare and charitable of Trust.
80. To do such other things/acts/activities, which are, necessary and which may be incidental or conducive to the attainment of any of the objections of the trust.

RULES AND REGULATION

1. The Financial year of the Trust shall be ended on 31st March every year unless the same is being changed by the Board of Founder/Trustees.
2. The Funders/Trustees shall from time to time, after meeting the expenses of and incidental to the management of the Trust properties and of the Trust decide the particular objects, for which the income of corpus of the Trust Fund or properties for the time being available shall be applied.
3. The Founders/Trustees may accept any donation, gifts or contribution in cash or in any shape from any persons, company, corporation, association, institution or Trust (including the Founder/settler or the Trustees or any of them) for the furtherance of the objects of the Trust, for any one or more of them upon such terms and conditions as they may in their absolute discretion think fit and which are not inconsistent with the objects of the Trust. The Trustees may also take over the Management of any other Charitable or public institutions on such terms as they think fit and may manage such institutions.
4. The funds for the trust shall be collected following means:
 - a) Donation, Gifts, Contribution in Cash
 - b) Interest
 - c) Government or semi-Government aid
 - d) Rent of moveable and immoveable property of the Trust
 - e) Income from cultural program.

The board shall collect the funds by any legal means. So also, the board can accept any aid upon the condition of acceptance of object of the Trust.

5. **The settler of this trust will be the Chairman of the Trust for life.** In the event of the resigning, he will decide who amongst the trustees will take his positions. In the event of death this position will be decided by board as trustees mutually.

6. **The founders/Trustees may authorize any one or more Trustees** to hold any proper or any fund or any investment of the Trust, subject to such terms and conditions, rules and regulations, as the Board of Trustees may from time to time think fit and proper.
7. the trust may utilize / invest its corpus funds into government bonds/ SIPS/ equity/ public listed shares / to generate the income for its program expenses organizational developments, development of innovation for social goods and other research and development purpose aligned with the mission and aims and objectives of the trust organization.
8. **The Founders/Trustees may invest the Trust Funds/Estate** in such a manner as allow by law, as may in force from time to time.
9. **The Founders/Trustees shall be at liberty to sell such properties** or portions of the moveable or immoveable properties forming part of Trust Estate on such terms and conditions as the Trustees may deem fit for benefit of the Trust, but entire sale proceeds will be invested for the expansion and betterment of the Trust only.
10. **The Founders/Trustees may appoint**, secretaries, Managers, Lawyers, Solicitors, Auditors, Architects, Engineers, Surveyors or other employees for the purpose of management and supervision of the Trust Estate, for collection of rents, effects and profits for keeping the accounts and records and for other purpose of the Trust.
11. **For the benefit of the trust**, the Founders/Trustees may appoint one or more creative/artistic directors, executive directors, and any other such persons, necessary for running of the trust and the remuneration of such appointees will be decided by the trustees mutually.
12. **The Founders/Trustees may from time to time frame schemes, rules and regulations** to out the objects of the Trust and for managing the affairs of the Trust and otherwise giving effect to the objects and purposes of the trust and to vary the same from time to time as the Trustees may in their discretion deem fit and proper.
13. **The Founders/Trustees shall be entitled at their discretion** from time to time to start, discontinue, abolish and re-start any charity or charitable institutions, to impose any condition or conditions to any subscription or donation made by them and to earmark any portion of the trust property or income for any particular object or objects.
14. **All the Trustees shall unless they voluntarily resign** or otherwise decide continue to be the Trustees during the term of their natural lives.
15. **In case of death, inability, resignation or refusal** on the part of any trustee to act as such trustee, the remaining Founders/Trustees shall be entitled to nominate any person from their family only as they may think fit and proper to act as trustee in place of the trustee so dying, refusing to act or being unable to act, provided that the trustees so appointed will have the same powers and rights as if he was originally appointed the trustee under these presents.
16. **The Founders/Trustees shall be Trustees for life.** The trustees can appoint with mutual consent any person or persons, As Trustees within the numbers mentioned in this clause, for such period or on such terms as to retirement and reappointment as the Trustees for the time being consider proper.
17. **The number of Trustees** shall not be less than three and not more than ten.
18. **Two trustees shall form quorum** for any meeting of the Trustees.
19. **The Trustees shall stand possessed of the said property of corpus** and such other properties (Both moveable and immoveable) as may be acquired from time to time by the Trust by purchase, exchange, grant subscription, endowment, donation, contribution, wills or in any manner what so ever (all of which shall be designated as the Trust properties).
20. **The trust moneys shall not be invested with any private individuals** or firm or persons or body of individuals.
21. **In addition to the powers specifically provided** for elsewhere in this DEED, the Trustees shall be competent and hereby empowered to:
 - a) Receive any more and further funds/assets in any form as and when given by the SETTLOR of the TRUST, any of the Trustees or any other person, institution, agency or government, whether in India or outside.

- b) Invest the funds to the extent necessary in accordance with the provisions of section 11(5) of the Income Tax act, 1961 or such other sections of the Income Tax act as amended from time to time so that the income of the TRUST will be exempt from Income Tax.
 - c) Make donations or contributions for attaining and in furtherance of the objects of the TRUST.
 - d) Borrow for the purpose of the TRUST ON PERSONAL CREDIT OF THE Trustees with or without charge or responsibility.
 - e) Meet necessary expenses to be incurred in connection with the execution and administration of the TRUST.
 - f) Do all or any of the aforesaid things, transactions or matters and do all such other things as are incidental or conducive to the attainment of the aims and objectives of the Trust.
 - g) None of the powers enumerated above will be deemed to authorize the carrying on of any activity in the name of or on behalf of the TRST for profit by the Trustees with in the meaning of the provisions of the Income Tax act, 1961.
22. **The Trustees together shall be called** as the Board of Trustees headed by the chairman.
 23. **Except where specifically provided for in this Deed**, all or any of the powers vested in or exercisable by the Trustees as per this Deed of Trust shall be capable of being performed or exercised by a majority of the trustees present at any meeting of the trustees and any action or decision of such majority shall be valid and effective as if it were decided upon by all the Trustees. The chairman shall have a casting vote in case of equal votes.
 24. **The chairman may also take administrative decisions** in regard to the operation of the Trust which will have to be ratified in the subsequent meeting. A resolution may also be passed by circulation. The meeting of the Trustees shall be presided over by the Chairman and in his/her absence, the Trustees present in the meeting shall elect one of them or preside over the meeting.
 25. **The Board of Trustees shall have powers** as may be required for proper conduct of the affairs of the Trust. The Trustees shall have the power to initiate prosecutions and defend legal proceedings as may be reasonable and proper for safeguarding the interests of the Trust funds and for the purpose of attaining its objectives. Any such action taken by such Trustees in this regard shall be deemed to have been taken and ratified by the Board of Trustees.
 26. That the trust may open any type of bank accounts / Fix Deposited/ Demat account in any scheduled government / private /nationalized or government approved bank / NBFC/ private securities in the name of the trust trustees International Unites 1 regional unites / state units /district units and projects the same will be operated as per As per the board resolution or by any Authorized signatory authorized/ signed by Settlor or life trustee of the trust.
 27. **The surplus funds of the Trust** which have not been spent in any year shall be invested in the modes prescribed under section 13(I) (d) read with Section 11(5) Income Tax Act, 1961 as amended from time to time.
 28. **The Board of Trustees can at their discretion** acquire, lease, purchase or otherwise sell, lease out or transfer in any manner immovable properties or moveable properties in the course of managing the Trust. However, any sale, mortgage, or charge of immovable properties of the Trust shall require proper consent of at least 3/4th majority of trustee.
 29. **The Trustees should not be entitled for any remuneration** and shall work in honorary capacity; they shall however be entitled to receive out of pocket expenses incurred by them in the course of discharging duties of the trust. Further if any member trustee is assigned special job to work or engaged in any functional capacity he/she may be suitably remunerated which will be fixed be the Trustees.
 30. **The Trustees shall cause true and correct accounts** to be kept of the sums of money and other assets received and expended on behalf of the Trust once at least in every year. The financial year of the trust shall be from 1 April to 31 March. The Board of trustees shall maintain the income and expenditure account as per the provision of public charitable Trust Act 1882. And same shall be audited by the Chartered Account Appointed by the Trustees.

31. **The objects of the Trust shall be achieved** without involving any activity for profit, the Trustees and the members of their family shall not be entitled to any benefit arising out of the Trust. No income of the trust shall be applied for the personal benefit either of the Trustees or of the SETTLOR.
32. **The Trustees are wholly indemnified** against any expenses or losses incurred or suffered by them with regard to any act, deed or omission in the performance of their duties as trustees or any payments made by them in the administration of the Trust and such expenses, losses and payments shall be borne by the Trust and none of the Trustees shall in any way be personally liable or responsible for the same.
33. **Any Trustee may resign** on giving three months' notice in writing thereof to other trustees. A trustee shall automatically cease to be and shall vacate the office of the Trustee on the happening of any of the following:
 - a. By death, resignation or retirement.
 - b. If he/she becomes of unsound mind.
 - c. If he/she is adjudged insolvent or if he applies to be so adjudged.
 - d. If he/she is convicted of any offence and is sentenced in respect thereof to imprisonment.
 - e. If he/she is absent from India without informing the other Trustees for continuous period of more than six months.
34. **For the proper conduct of the affairs** of the Trust, the trustees shall have the power to frame and implement rules and regulations which shall be consistent with the provision of this DEED.
35. **The rules governing the Trust may be amended by the Trustees**, so however, the amended rules are not inconsistent with the objects of the Trust and are no repugnant of the provisions of section 2(15), 11, 12, 13 and 80-G of the Income Tax Act 1961 or such other sections or clauses as may be amended or added from time to time governing the activities of Public Charitable Trusts.
36. **Any of the terms of this DEED including the Trust objects may be varied**, extended amended from time to time by an instrument in writing under the hands of the Trustees be approved by them by a three-fourth majority at a meeting convened for that special purpose. The amendment shall not be inconsistent with or repugnant to the objects of the Trust and provisions of the Trust.
37. The Trust Shall be irrevocable, and no part of the Trust Fund in any circumstances whatsoever shall be paid or applied for the Settlor's benefit. If the Trust falls or is held to be invalid for any reasons whatsoever, it shall not result in any trust or service favoring the Settlor, and no part of the assets or property shall be transferred to the Settlor or Trustee.
38. **If the Trustees unanimously resolve that the Trust be dissolved**, such dissolute shall be affected by an instrument in writing under their hands after all the liabilities of the Trust have been paid or provided for.
39. If upon winding up or dissolution of the Trust, there remains, after the satisfaction of all the debts and liabilities, any property whatsoever, the same shall not be distributed amongst the Trustees of the Trust but shall be given or transferred to such other Trust having objects similar to the objects of this Trust, subject to such conditions as the tribunal may impose or may be sold and proceeds thereof credited to the Rehabilitation and Insolvency Fund formed under section 269 of the Act.
40. **It is expressly declared that no part of the Trust property** or its income of a discretion thereto shall be applied for any purpose outside India or for any purpose which not a Charitable purpose in law and all provision hereof shall be construed accordingly.
41. **That subject to the terms and conditions** contained in this Trust Deed is covered by the Indian Trust Act, 1882.
42. That board of trust / Governing Body passed to absorb founder trustees as Permanent / life Chief Trustees of the trust. Till they are alive. Or they don't resign by self, no and after his death any two member from his family will be absorbed as trustee of the trust.
43. The term of each New trustee will be for 3 year from the date of appointment and then after the governing body/board of trust will decide renew/extend the term of trustee through elections.

Formation of International National Advisory Board / executive board / Organizing Committees

- The Trust may organize/ execute / implement all its programs/projects / initiatives / activities/events by seeking

the support and technical advisories / expertise of members International / National Advisory Board executive board Organizing Committees and same will be governed and formed by board of trust only.

- 1) The Members of State /Regional/District/Block level Executive Units and Programs/ Project wise Specific Committees will be called as associate members only. The office bearer of State /Regional/District/Block level Executive Units and Programs/ Project wise Specific Committees will be appointed by the unit president with the written approval of its upper unit only and will not be eligible to participate/vote in the general meeting of the Trust.
- 2) All the State /Regional/District/Block level Executive Units and Programs/ Project wise Specific Committees & its members/office bearer may be dissolve/terminate by Board of Trustees, if not found suitable for the organization as per their desecration, after issuing 1 show cause notice.
- 3) All the State /Regional/District/Block level Executive Units and Programs/ Project wise Specific Committees will not have rights to discuss or pass any National level resolution / matter / meeting / payments / appointments / press release / statements / legal authorization etc.
- 4) The composition of All the State /Regional/District/Block level Executive Units and Programs/ Project wise Specific Committees may contain maximum up to One Convenor, five Co- Convenor and any numbers of associate members
- 5) That trust will form State/district Executive Wings / Committee for different every different activity of trust, and for every executive wing of the trust will be preside by the only settler/chief trustee of the trust. And the state Executive Wings / Committee will not have rights to discuss or passed the any resolution / matter / meeting / payments / appointments / press release / statements / legal authorization etc.

MEMBERSHIPS:

Only annual membership will be available to become member of State Executive Wings / Committee of the trust for following eligible persons.

Applicant will not be eligible if he/she is already a member or applied for membership to any of the organizations with similar aims & objectives. If found his/her membership automatically stands cancelled/

The Three type of membership will be available for become member of State Executive Wings / Committee as following:

I. General Members: The Person who has obtained the significant achievements and honor for social activities / community welfare Award from Concerned Government Departments will be eligible to for General membership of the State Executive Wings / Committee

II. Invitee Members: The Person who has obtained the National or State level Award, from Concerned Government Departments will be eligible for Apply to become Invitee Members of State Executive Wings / Committee.

III. Associate Member- Active Social Worker / volunteers may apply to become associate member of the organization on Non-Refundable one-time membership registration of Rs.5000 (Rupees Five Thousand) and annual subscription Fee of rs. 1000/- th(Rupees one thousand only). The associate members will be entitled to participate in all the events/activities of the organization as associate member. Granting the associate membership is subject to the approval of board of trust after applying with the prescribed application and associate membership terms and conditions Associate members will not be eligible to participate/Vote in Board of trust Meetings advisory / board meetings or annual general meetings of the trust. The Approval of Issuing Life Membership will be approved by Board of Trust only. Any person who are interested to provide his/her voluntary/honorary service with acceptance to follow Aims & Objects by abiding rules and regulation of LADLI FOUNATION TRUST may Apply to become associate Member trust.

IV. Founding Trustee will remain Trustees for life without any annual subscription till they are alive and after the death of any founder member, only one family member be eligible to become Trustee and This Cycle of Becoming Trustee of the Trust will Continue for next Generation of one Family Member after the death of Founder Trustee only.

Note: if the Governing body of the State Executive Wings / Committee does not approve the membership, then he/she should not be allowed to become the member of the State Executive Wings / Committee in any way.

Policy and Procedure to address the provision of compensation for their dedicated time, both in full-time and part-time capacities.

1. Advisory Board Member - Members of the Advisory/executive Board may be eligible to receive an honorarium ranging from Rs. 1000 to Rs. 15000 per meeting visit, determined by the specific requirements and subjected to approval of board of trust. This compensation is in recognition of their valuable and technical expertise, contributing to the seamless operation of the organization and its programs. The disbursement of the exact amount will be processed upon receiving a request from the respective board' manbers within 180 days for the conclusion of the relevant meeting. The agreed-upon amount will be based on mutual understanding or will be finalized for program-specific meetings in accordance with the program's budget or as determined by the board of the trust.

2. Trustees - Trustees of the organization have the option to express their interest in dedicating their time on a full-time or part-time basis. to contribute to the organization and its projects. In such cases, a mutually agreed consultation fee, remuneration, or honorarium, as specified in the project's proposed budget, may be disbursed to the respective trustees. It is imperative that all rules and regulations outlined in the HR Policies, including office timings, be adhered to by the concerned trustees when seeking payment from the organization.

3. Volunteers, Interns and Fellows - Volunteers, interns, and fellows may be eligible to receive an honorarium, out-of-pocket expenses, or stipend within the range of Rs. 3000 to Rs. 35000 per month, or Rs. 300 to Rs. 1500 per day, based on the extent of their involvement. To avail of these benefits, they are required to submit an application, which will be reviewed and sanctioned by the program head and finance manager in accordance with the approved project or organizational budget.

ADMISSION FEE & SUBSCRIPTION

The admission fee and the subscription shall be as under for all General Members, unless otherwise revised by the Governing body of the State Executive Wings / Committee:

- a) Admission fee Fr. 100/- (One Hundred Only) at the time of admission
- b) Subscription Rs. 100/- (Rupees Eleven Only) per Annum

TYPE OF MEMBERS

The Three type of membership will be available for become member of Trust as following:

I. General Members: The Person who has obtained the significant honour for community welfare,

II. State Award, and National Award from Concerned Government Departments will be eligible for Apply to become General member of society. Only General members will not have Voting Rights in General Body Meeting and Elections of the State Executive Wings / Committee to constitute Governing Body and others.

III. Associate Members: The Person interested to doing honorary community welfare services will be eligible for Apply to become Associate Members of State Executive Wings / Committee Associate Members May participate in all events and programmes Trust. Associate Members will not have Voting Rights in General Body Meeting and Elections of the Trust to constitute Governing Body and others.

TERMINATION OR CESSATION OF MEMBERSHIP

The Board of trust shall have the powers to expel(terminate) a Member Or/and member, from the membership of the any Advisory board /Units on the following grounds:

- 1) On death
- 2) On written resignation
- 3) If found to be involved in any anti-social activities
- 4) If adjudged by any court of law to be a criminal offender.
- 5) If found guilty by means of anti-propaganda of the aims and objects of the trust.
- 6) If fails to pay the subscription or contribution for the two times consecutively years.
- 7) If disregards rules & regulations or disobeys the decisions of the board of the trust.
- 8) If the board of the trust feels that the Member is not appropriate so the Majority of board of trustees may cancel his/her membership.
- 9) If trustee is responsible for injuries to third parties or damages to their property while acting outside the scope of assigned duties, that said trustee may be held personally liable for any monetary damages a court may award to the injured party.

SECTION IX – MATERIAL CONTRACTS AND DOCUMENTS FOR INSPECTION

The following contracts which are or may be deemed material have been entered into or are to be entered into by our Trust. These contracts and the documents for inspection referred to hereunder, may be inspected at the Registered Office of our Trust between 10:00 am to 5:00 pm on any Working Day from the date of the filing of this Draft Prospectus with the StockExchanges till the date of closure of the Issue.

MATERIAL CONTRACTS

1. Registrar Agreement dated [●] between our Trust and the Registrar to the Issue.
2. Escrow Agreement dated [●] between our Trust, the Registrar to the Issue and the Escrow Collection Bank.
3. Tripartite agreement dated [●], among our Trust, the Registrar to the Issue and CDSL.
4. Tripartite agreement dated [●], among our Trust, the Registrar to the Issue and NSDL.

MATERIAL DOCUMENTS

1. Memorandum of Association of our Trust, as amended to date.
2. Certificate of Registration of our Trust dated 30 June, 2003 issued by the RoS.
3. Copy of the resolution passed by the Board of Trustee on October 4, 2024 approving the issue of ZCZP Instruments.
4. Copy of the resolution passed by the Board of Trustee on October 4, 2024 approving this Draft Prospectus.
5. Registration certificate as a Not-for-Profit Organization with NSE.
6. Permanent Account Number card.
7. Certificate issued under section 12A of the Income-tax Act, 1961.
8. Certificate of registration under the Foreign Contribution (Regulation) Act, 2010 and the returns filed thereunder.
9. Consents of the Trustee, Trust Secretary and Compliance Officer, Chief Financial Officer, Legal Counsel to the Issue and Registrar to the Issue.
10. Consent dated August 23, 2023 from V.C. Vyas & Associates, Chartered Accountants to include their name as required under section 26 (1) of The Indian Trust Act, 1882 read with SEBI NCS Regulations, in this Draft Prospectus, and as an “expert” as defined under section 2 (38) of the Rajasthan Registration Act, 28, 1958 to the extent and in their capacity as our Statutory Auditors, and in respect of their audit reports dated August 13, 2024; June 28, 2023 and August 25, 2022, on the Audited Financial Statements, included in this Draft Prospectus, and such consent has not been withdrawn as on the date of this Draft Prospectus.
11. The Audited Financial Statements.
12. Annual reports of our Trust for the Fiscals 2025, 2024 and 2023.
13. In-principle listing approval from NSE by its letter no. [●] dated [●]

DECLARATION

We, serving as a Board of Directors of LADLI FOUNDATION TRUST, hereby certify that all applicable legal requirements in connection with the Issue, including provisions of Chapter X-A of ICDR Regulations and SEBI Circular dated September 19, 2022, and subject to other applicable laws, if any, under the Securities Contracts(Regulation) Act, 1956, and the rules made thereunder, the Securities and Exchange Board of India Act, 1992, and the rules and regulations made thereunder, each as amended, and the rules/regulations/guidelines/circulars issued by the Government of India, the Securities and Exchange Board of India, and other competent authorities in this respect, from time to time, have been duly complied with, and that no statement made in this Fund Raising document contravenes any such requirements.

We further certify that all the disclosures and statements made in this Fund Raising document are true, accurate, correct, and complete in all material respects, are in conformity with the applicable provisions of the aforesaid statutes mentioned above, and do not omit disclosure of any material information that may make the statements made herein, in the light of circumstances in which they were made, misleading. This Fund-Raising document does not contain any misstatements, and no information material to the subject matter has been suppressed or concealed and is as per the original records maintained by our Company under the applicable laws.

Signed by the Directors of LADLI FOUNDATION TRUST


Devendra Kumar
(Managing Trustee)

