

January 16, 2026

**National Stock Exchange of India Limited**

Exchange Plaza,  
Plot No. C/1, G Block,  
Bandra - Kurla Complex, Bandra (East),  
Mumbai - 400 051.

**Symbol: LTF**

**BSE Limited**

Corporate Relations Department,  
1<sup>st</sup> Floor, New Trading Ring,  
P. J. Towers, Dalal Street,  
Mumbai - 400 001.

**Security Code No.: 533519**

**Kind Attn: Head – Listing Department / Dept of Corporate Communications**

**Sub: Outcome of the Board Meeting**

Dear Sir / Madam,

Pursuant to Regulations 30, 33, 51, 52 and 54 read with Schedule III of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“Listing Regulations”) and other applicable regulations / circulars, if any, we hereby inform the exchanges that the Board of Directors (“Board”) of the Company at its Meeting held on January 16, 2026 has, inter alia approved the unaudited financial results (consolidated and standalone) of the Company for the quarter and nine months ended December 31, 2025. The following documents are enclosed:

- Unaudited financial results (consolidated and standalone) for the quarter and nine months ended December 31, 2025 along with Limited Review Report of Statutory Auditors in accordance with Regulation 33 and 52 of the Listing Regulations;
- Certificate issued by the Statutory Auditors in accordance with Regulation 54 of the Listing Regulations;
- The statement indicating no deviation or variation in utilization of issue proceeds of non-convertible securities of the Company, duly reviewed by the Audit Committee of the Company, in accordance with Regulation 52 (7 and 7A) of the Listing Regulations.

Further, in accordance with Regulations 47(1) and 52(8) of the Listing Regulations, the Company would be publishing the unaudited consolidated financial results for the quarter and nine months ended December 31, 2025 in the newspapers.

The Board Meeting commenced at 2:48 p.m. and concluded at 6:35 p.m.

We request you to take the aforesaid on records.

Thanking you,

Yours faithfully,

**For L&T Finance Limited**

(formerly known as L&T Finance Holdings Limited)

**Apurva Rathod**

**Company Secretary and Compliance Officer**

Encl: As above

**L&T Finance Limited**

(formerly known as L&T Finance Holdings Limited)

**Registered Office**

Brindavan, Plot No. 177, C.S.T Road

Kalina, Santacruz (East)

Mumbai 400 098, Maharashtra, India

CIN: L67120MH2008PLC181833

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**WWW.LTFINANCE.COM**

**Independent Auditor's Review Report on Unaudited Consolidated Quarterly Financial Results of L&T Finance Limited for the quarter and nine months ended December 31, 2025, pursuant to Regulation 33 and Regulation 52(4) read with Regulation 63 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (as amended).**

**To**

**The Board of Directors**

**L&T Finance Limited**

*(formerly known as L&T Finance Holdings Limited)*

## **INTRODUCTION**

1. We have reviewed the accompanying statement of unaudited consolidated financial results of L&T Finance Limited ("the Parent" or "the Company") and its subsidiaries (the Parent and its subsidiaries together referred to as "the Group") for the quarter and nine months ended December 31, 2025 ("the Statement"), being submitted by the Parent pursuant to the requirements of Regulation 33 and Regulation 52(4) read with Regulation 63 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended ("Listing Regulations").
2. This Statement, which is the responsibility of the Parent's Management and approved by the Board of Directors of the Parent, has been prepared in accordance with the recognition and measurement principles laid down in the Indian Accounting Standard ("Ind AS") 34 "Interim Financial Reporting" specified in section 133 of the Companies Act, 2013, as amended read with relevant rules issued thereunder and the circulars, guidelines and directions issued by Reserve Bank of India ("RBI") from time to time applicable to NBFC ("RBI guidelines") and other accounting principles generally accepted in India and in compliance with Regulation 33 and Regulation 52(4) read with Regulation 63 of the Listing Regulations. Our responsibility is to express a conclusion on the Statement based on our review.

## **SCOPE OF REVIEW**

3. We conducted our review of the Statement in accordance with the Standard on Review Engagements ("SRE") 2410, "Review of Interim Financial Information Performed by the Independent Auditor of the Entity" issued by the Institute of Chartered Accountants of India. This standard requires that we plan and perform the review to obtain moderate assurance as to whether the Statement is free from material misstatement. A review of interim financial information is limited primarily to making inquiries of the Company personnel and analytical procedures applied to financial data and thus provides less assurance than an audit. We have not performed an audit and accordingly, we do not express an audit opinion.



We also performed procedures in accordance with the circular issued by the SEBI under Regulation 33(8) of the Listing Regulations, to the extent applicable.

4. The Statement includes the results of the following entities:

<b>Serial No.</b>	<b>Name of the Entity</b>	<b>Relationship</b>
1	L&T Finance Limited (formerly known as L&T Finance Holdings Limited)	Parent
2	L&T Financial Consultants Limited	Subsidiary
3	L&T Infra Investment Partners Trustee Private Limited	Subsidiary
4	L&T Infra Investment Partners Advisory Private Limited	Subsidiary
5	L&T Infra Investment Partners	Subsidiary

## **CONCLUSION**

5. Based on our review conducted and procedures performed as stated in paragraph 3 above and based on the consideration of the review reports of the other auditors referred to in paragraph 6 and 7 below, nothing has come to our attention that causes us to believe that the accompanying Statement, prepared in accordance with the applicable Ind AS and other recognized accounting practices and policies, has not disclosed the information required to be disclosed in terms of Regulation 33 and Regulation 52(4) read with Regulation 63 of the Listing Regulations, including the manner in which it is to be disclosed, or that it contains any material misstatement or that it has not been prepared in accordance with the relevant prudential norms issued by Reserve Bank of India in respect of income recognition, asset classification, provisioning and other related matters.

## **OTHER MATTERS**

6. The accompanying Statement includes the unaudited financial results, in respect of:

Three subsidiaries, which have not been reviewed by us, whose unaudited financial results reflect total revenues of Rs. 39.37 Crores, total net profit after tax of Rs. 21.07 Crores, and total comprehensive income of Rs. 21.08 Crores for the quarter and nine months ended December 31, 2025, as considered in the Statement which have been reviewed by other auditors.

The reports on the unaudited financial results of these entities have been furnished to us by the management and our conclusion on the Consolidated Quarterly Financial Results, in so far as it relates to the amounts and disclosures included in respect of these subsidiaries, is based solely on the reports of such auditors and the procedures performed by us as stated in Paragraph 3 above.



7. The accompanying Statement includes the unaudited financial results, in respect of:

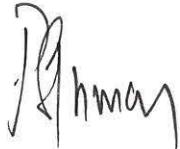
One subsidiary, L&T Infra Investment Partners, whose financial results has been not reviewed by their auditors and reflects total revenues of Rs. 0.89 Crores, total net profit or (loss) after tax of Rs. (1.87) Crores and total comprehensive income of Rs. (1.87) Crores for the quarter and nine months ended December 31, 2025, as considered in the Statement.

This financial information has been furnished to us by the Management and our conclusion on the Statement, in so far as it relates to the amounts and disclosures included in respect of this subsidiary is based solely on such unreviewed financial information. According to the information and explanation given to us by the management, these financial results are not material to the Group.

8. The Statement includes the results for the quarter ended December 31, 2025, being the balancing figure between the unaudited figures nine months ended December 31, 2025, and the published unaudited figures for the six months ended September 30, 2025.

Our conclusion on the Statement is not modified in respect of the above matters.

**For Brahmaya & Co.,**  
Chartered Accountants  
Firm Registration No. 000515S



**P.S. Kumar**  
Partner  
Membership No. 015590  
UDIN: 26015590CHNUDY7297

Place: Mumbai  
Date: January 16, 2026



**For T R Chadha & Co LLP**  
Chartered Accountants  
Firm Registration No. 006711N/N500028



**Vikas Kumar**  
Partner  
Membership No. 075363  
UDIN: 26075363QNNNG1756

Place: Mumbai  
Date: January 16, 2026

L&T Finance Limited  
(formerly known as L&T Finance Holdings Limited)

CIN. L67120MH2008PLC181833

Regd. Office : Brindavan, Plot No. 177, C.S.T. Road, Kalina, Santacruz (East), Mumbai - 400 098, Maharashtra, India  
Website: [www.ltfinance.com](http://www.ltfinance.com) Email: [igre@ltfs.com](mailto:igre@ltfs.com) Phone: +91 22 6212 5000 Fax: +91 22 6212 5553

(₹ in Crore)

STATEMENT OF CONSOLIDATED FINANCIAL RESULTS FOR THE QUARTER AND NINE MONTHS ENDED DECEMBER 31, 2025						
Sr. No.	Particulars	Quarter ended			Nine months ended	
		December 31, 2025	September 30, 2025	December 31, 2024	December 31, 2025	March 31, 2025
		(Unaudited) (Refer note 9)	(Unaudited)	(Unaudited) (Refer note 9)	(Unaudited)	(Unaudited) (Audited)
<b>(I)</b>	<b>Revenue from operations</b>					
(a)	Interest income	4,240.07	4,037.41	3,806.38	12,191.98	10,913.41
(b)	Dividend income	0.17	-	0.57	0.17	0.97
(c)	Fees and commission income	338.03	289.27	237.69	886.27	817.43
(d)	Net gain on fair value changes	-	9.07	52.94	83.59	169.51
<b>Total revenue from operations</b>		<b>4,578.27</b>	<b>4,335.75</b>	<b>4,097.58</b>	<b>13,162.01</b>	<b>11,901.32</b>
<b>(II)</b>	<b>Other income</b>					
		3.22	0.04	7.55	3.29	12.44
<b>(III)</b>	<b>Total income (I+II)</b>					
		<b>4,581.49</b>	<b>4,335.79</b>	<b>4,105.13</b>	<b>13,165.30</b>	<b>11,913.76</b>
<b>(IV)</b>	<b>Expenses</b>					
(a)	Finance costs	1,703.02	1,634.29	1,569.24	4,973.05	4,396.93
(b)	Net loss on fair value changes	11.58	-	-	-	-
(c)	Net loss on derecognition of financial instruments under amortised cost category	149.66	139.06	(74.75)	378.46	180.25
(d)	Impairment on financial instruments	590.06	505.55	728.96	1,637.91	1,669.65
(e)	Employee benefits expense	649.88	593.21	579.28	1,795.28	1,647.40
(f)	Depreciation, amortisation and impairment	57.70	50.95	36.19	149.34	97.92
(g)	Other expenses	398.91	423.87	442.31	1,278.50	1,235.87
<b>Total expenses</b>		<b>3,560.81</b>	<b>3,346.93</b>	<b>3,281.23</b>	<b>10,212.54</b>	<b>9,228.02</b>
<b>(V)</b>	<b>Profit before exceptional items and tax (III-IV)</b>					
		<b>1,020.68</b>	<b>988.86</b>	<b>823.90</b>	<b>2,952.76</b>	<b>2,685.74</b>
<b>(VI)</b>	<b>Exceptional items (Refer Note 3)</b>					
		(28.51)	-	-	(28.51)	-
<b>(VII)</b>	<b>Profit before tax (V+VI)</b>					
		<b>992.17</b>	<b>988.86</b>	<b>823.90</b>	<b>2,924.25</b>	<b>2,685.74</b>
<b>(VIII)</b>	<b>Tax expense:</b>					
(a)	Current tax	298.28	205.03	201.97	759.34	685.02
(b)	Deferred tax	(44.10)	48.95	(3.72)	(8.80)	(6.86)
<b>Total tax expenses (a+b)</b>		<b>254.18</b>	<b>253.98</b>	<b>198.25</b>	<b>750.54</b>	<b>678.16</b>
<b>(IX)</b>	<b>Profit after tax (VII-VIII)</b>					
		<b>737.99</b>	<b>734.88</b>	<b>625.65</b>	<b>2,173.71</b>	<b>2,007.58</b>
<b>(X)</b>	<b>Add: Share in profit of associate company and joint ventures</b>					
		-	-	-	-	-
<b>(XI)</b>	<b>Profit after tax and share in profit of associate company (IX+X)</b>					
		<b>737.99</b>	<b>734.88</b>	<b>625.65</b>	<b>2,173.71</b>	<b>2,007.58</b>
<b>Profit for the period/year attributable to:</b>						
<b>Owners of the company</b>		<b>738.61</b>	<b>734.84</b>	<b>626.40</b>	<b>2,174.55</b>	<b>2,007.49</b>
Non-controlling interest		(0.62)	0.04	(0.75)	(0.84)	0.09
<b>(XII)</b>	<b>Other comprehensive income (A+B)</b>					
A. Items that will not be reclassified to profit or loss		(14.68)	11.43	4.57	(33.29)	16.19
(a) Remeasurements of the defined benefit plans		5.69	0.52	(0.13)	(10.01)	(5.30)
(b) Income tax relating to items that will not be reclassified to profit or loss		(1.42)	(0.14)	0.03	2.52	1.33
Subtotal (A)		4.27	0.38	(0.10)	(7.49)	(3.97)
B. Items that will be reclassified to profit or loss						
(a) Change in fair value of debt instruments measured at fair value through other comprehensive income		(0.39)	(34.43)	(15.01)	0.06	15.11
(b) The effective portion of gains / (loss) on hedging instruments in a cash flow hedge		(24.81)	60.78	26.30	(34.56)	6.75
(c) Income tax relating to items that will be reclassified to profit or loss		6.25	(15.30)	(6.62)	8.70	(1.70)
Subtotal (B)		(18.95)	11.05	4.67	(25.80)	20.16
<b>Other comprehensive income for the period/year attributable to:</b>						
<b>Owners of the company</b>		<b>(14.68)</b>	<b>11.43</b>	<b>4.57</b>	<b>(33.29)</b>	<b>16.19</b>
Non-controlling interest		-	-	-	-	-
<b>(XIII)</b>	<b>Total comprehensive income (XI+XII)</b>					
		<b>723.31</b>	<b>746.31</b>	<b>630.22</b>	<b>2,140.42</b>	<b>2,023.77</b>
<b>Total comprehensive income for the period/year attributable to:</b>						
<b>Owners of the company</b>		<b>723.93</b>	<b>746.27</b>	<b>630.97</b>	<b>2,141.26</b>	<b>2,023.68</b>
Non-controlling interest		(0.62)	0.04	(0.75)	(0.84)	0.09
<b>(XIV)</b>	<b>Paid-up equity share capital (face value of ₹ 10 each) (refer note 6)</b>					
<b>(XV)</b>	<b>Other equity</b>					
<b>(XVI)</b>	<b>Earnings per share (*not annualised):</b>					
(a) Basic (₹)		*2.95	*2.94	*2.51	*8.70	*8.06
(b) Diluted (₹)		*2.94	*2.93	*2.50	*8.67	*8.03



Notes:

- These consolidated financial results have been prepared in accordance with the recognition and measurement principles of Indian Accounting Standard ("Ind AS") prescribed under section 133 of the Companies Act 2013 (the "Act") read with relevant rules issued thereunder, circulars, directions & guidelines issued by the Reserve Bank of India (RBI) and the other accounting principles generally accepted in India.
- These consolidated financial results have been reviewed by the Audit Committee and approved by the Board of Directors at its meeting held on January 16, 2026. The Joint Statutory Auditors of the Company have carried out a limited review of the aforesaid results and issued unmodified report thereon.
- Effective November 21, 2025, the Government of India consolidated 29 existing labour regulations into four Labour codes, namely, The Code on Wages, 2019, The Industrial Relations Code, 2020, The Code on Social Security, 2020 and the Occupational Safety, Health and Working Conditions Code, 2020, collectively referred to as the 'New Labour Codes'. The New Labour Codes has resulted in a one-time material increase in provision for employee benefits on account of recognition of past service costs. Based on the requirements of New Labour Codes and relevant Accounting Standards, the Group has assessed and accounted for the estimated incremental impact as Exceptional Item in the consolidated statement of profit and loss for the quarter and nine months ended December 31, 2025 amounting to Rs. 28.51 crores (Net of tax Rs. 21.33 crores). Upon notification of the related Rules to the New Labour Codes by the Government and any further clarification from the Government on other aspects of the New Labour Codes, the Group will evaluate and account for additional impact if any, determined in subsequent periods.

Particulars	(₹ in crores)					
	Quarter ended			Nine months ended		Year ended
	December 31, 2025	September 30, 2025	December 31, 2024	December 31, 2025	December 31, 2024	March 31, 2025
	(Unaudited)	(Unaudited)	(Unaudited)	(Unaudited)	(Unaudited)	(Audited)
I Profit before exceptional items and tax	1,020.68	988.86	823.90	2,952.76	2,685.74	3,491.26
II Tax expenses (before exceptional items)	(261.36)	(253.98)	(198.25)	(757.72)	(678.16)	(847.84)
III Profit after Tax (before exceptional items) (I+II)	759.32	734.88	625.65	2,195.04	2,007.58	2,643.42
IV Profit after Tax (before exceptional items) attributable to:						
Owners of the company	759.94	734.84	626.40	2,195.88	2,007.49	2,643.66
Non-controlling interest	(0.62)	0.04	(0.75)	(0.84)	0.09	(0.24)
V Impact of new labour code (net of tax)	(21.33)	-	-	(21.33)	-	-
VI Profit after tax (including impact of new labour code) (III+V)	737.99	734.88	625.65	2,173.71	2,007.58	2,643.42

- On June 9, 2025, the Company has acquired gold loan business of Paul Merchants Finance Private Limited (PMFL), a wholly owned subsidiary of Paul Merchants Limited, for a total consideration of ~ ₹ 711 Crore by way of lump sale on a going concern basis.
- The Company reports quarterly financial results of the group on a consolidated basis, pursuant to Regulation 33 and 52 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 as amended. The Consolidated financial results are available on the website of the Company at [www.ltfinance.com](http://www.ltfinance.com), the website of BSE Limited ("BSE") at [www.bseindia.com](http://www.bseindia.com) and on the website of National Stock Exchange of India Limited ("NSE") at [www.nseindia.com](http://www.nseindia.com). The specified items of the standalone financial results of the Company for the nine months ended December 31, 2025 are given below.

Particulars	(₹ in crores)					
	Quarter ended			Nine months ended		Year ended
	December 31, 2025	September 30, 2025	December 31, 2024	December 31, 2025	December 31, 2024	March 31, 2025
	(Unaudited)	(Unaudited)	(Unaudited)	(Unaudited)	(Unaudited)	(Audited)
Total income	4,581.71	4,333.09	4,102.79	13,157.01	11,905.69	15,930.12
Profit before tax (including exceptional items)	982.58	978.76	814.60	2,894.89	2,657.07	3,454.93
Profit after tax	731.42	727.71	619.18	2,153.22	1,987.22	2,617.81
Total comprehensive income	716.73	739.14	623.76	2,119.92	2,003.43	2,642.28

- The Company, during the quarter and nine months ended December 31, 2025 has allotted 27,57,685 and 77,59,525 equity shares respectively of ₹10 each, fully paid up, on exercise of options by employees, in accordance with the Company's Employee Stock Option Scheme(s).
- The group is engaged primarily in the business of financing and accordingly, there are no separate reportable segments as per Ind AS 108 "Operating Segments".
- Disclosure in compliance with Regulation 52 of SEBI (LODR) Regulation, 2015 during the Nine months ended December 31, 2025 is attached as Annexure I.
- The figures for the quarter ended December 31, 2025 and December 31, 2024 are the balancing figures of the published year to date figures upto the nine months and six months of the respective financial year, which were subject to limited review by the statutory auditor of the company.
- Previous period/year figures have been regrouped/reclassified to make them comparable with those of current period/year.

For and on behalf of the Board of Directors  
**L&T Finance Limited**  
 (Formerly known as L&T Finance Holdings Limited)

  
 Sudipta Roy  
 Managing Director & Chief Executive Officer  
 (DIN: 08069653)

Place : Mumbai  
 Date : January 16, 2026



**L&T Finance Limited (formerly known as L&T Finance Holdings Limited)**

CIN. L67120MH2008PLC181833

Regd. Office : Brindavan, Plot No. 177, C.S.T. Road, Kalina, Santacruz (East), Mumbai - 400 098, Maharashtra, India

Website: [www.ltfinance.com](http://www.ltfinance.com) Email: [igrc@ltfs.com](mailto:igrc@ltfs.com) Phone: +91 22 6212 5000 Fax: +91 22 6212 5553

**Annexure I**

**Disclosure in compliance with Regulations 52(4) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 as amended for the nine months ended December 31, 2025**

Sr. No.	Particulars	Ratio (Consolidated)
1	Debt - Equity Ratio <sup>1</sup> :	3.78
2	Debt service coverage ratio <sup>3</sup> :	Not Applicable
3	Interest service coverage ratio <sup>3</sup> :	Not Applicable
4	Outstanding redeemable preference share (quantity and value)	-
5	Outstanding redeemable preference share (₹ in crore)	-
6	Capital redemption reserve (₹ in crore)	68.85
7	Debenture redemption reserve (₹ in crore)	0.29
8	Net worth (₹ in crore) <sup>2</sup> :	27,108.32
9	Net profit after tax (₹ in crore)	2,173.71
10	Earnings per equity share : (not annualised)	
(a)	Basic (₹)	*8.70
(b)	Diluted (₹)	*8.67
11	Current ratio <sup>3</sup> :	Not Applicable
12	Long term debt to working capital <sup>3</sup> :	Not Applicable
13	Bad debts to Account receivable ratio <sup>3</sup> :	Not Applicable
14	Current liability ratio <sup>3</sup> :	Not Applicable
15	Total debts to total assets <sup>4</sup> :	0.77
16	Debtors turnover <sup>3</sup> :	Not Applicable
17	Inventory turnover <sup>3</sup> :	Not Applicable
18	Operating margin <sup>3</sup> :	Not Applicable
19	Net profit margin <sup>5</sup> :	16.51%
20	Sector specific equivalent ratios	
(i)	Capital Ratio (%) <sup>3</sup> :	Not Applicable
(ii)	Leverage Ratio <sup>3</sup> :	Not Applicable
(iii)	Liquidity coverage ratio <sup>3</sup>	Not Applicable
(iv)	CRAR (%) <sup>3</sup>	Not Applicable
(v)	Gross Stage 3 (%) <sup>3</sup>	Not Applicable
(vi)	Net Stage 3 (%) <sup>3</sup>	Not Applicable

**Note:**

- 1 Debt-equity ratio = (Debt securities + Borrowings (other than debt securities) + Subordinated liabilities) / Networth.
- 2 Networth = Equity Share Capital + Other Equity
- 3 The Company is registered under the Reserve Bank of India Act, 1934 as Non-Banking Financial Company, hence these ratios are not applicable or required as per RBI guidelines at consolidated level.
- 4 Total debts to total assets = (Debt securities + Borrowings (other than debt securities) + Subordinated liabilities) / total assets.
- 5 Net profit margin = Net profit after tax / total income.



**Independent Auditor's Review Report on Unaudited Standalone Quarterly Financial Results of L&T Finance Limited for the quarter and nine months ended December 31, 2025, pursuant to Regulation 33 and Regulation 52(4) read with Regulation 63 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (as amended).**

**To**

**The Board of Directors**

**L&T Finance Limited**

*(formerly known as L&T Finance Holdings Limited)*

## **INTRODUCTION**

1. We have reviewed the accompanying statement of unaudited standalone financial results of L&T Finance Limited ("the Company") for the quarter and nine months ended December 31, 2025 ("the Statement"), being submitted by the Company pursuant to the requirements of Regulation 33 and Regulation 52(4) read with Regulation 63 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended ("Listing Regulations").
2. This Statement, which is the responsibility of the Company's Management and approved by the Board of Directors of the Company, has been prepared in accordance with the recognition and measurement principles laid down in the Indian Accounting Standard ("Ind AS") 34 "Interim Financial Reporting" specified in section 133 of the Companies Act, 2013, as amended read with relevant rules issued thereunder and the circulars, guidelines and directions issued by Reserve Bank of India ("RBI") from time to time applicable to NBFC ("RBI guidelines") and other accounting principles generally accepted in India and in compliance with Regulation 33 and Regulation 52(4) read with Regulation 63 of the Listing Regulations. Our responsibility is to express a conclusion on the Statement based on our review.

## **SCOPE OF REVIEW**

3. We conducted our review of the Statement in accordance with the Standard on Review Engagements ("SRE") 2410, "Review of Interim Financial Information Performed by the Independent Auditor of the Entity" issued by the Institute of Chartered Accountants of India. This standard requires that we plan and perform the review to obtain moderate assurance as to whether the Statement is free from material misstatement. A review of interim financial information is limited primarily to making inquiries of the Company personnel and analytical procedures applied to the financial data and thus provides less assurance than an audit. We have not performed an audit and accordingly, we do not express an audit opinion.



Limited Review | L&T Finance Limited

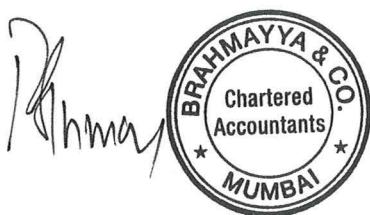


## CONCLUSION

4. Based on our review conducted as above, nothing has come to our attention that causes us to believe that the accompanying Statement, prepared in accordance with the applicable Ind AS and other recognized accounting practices and policies, has not disclosed the information required to be disclosed in terms of Regulation 33 and Regulation 52(4) read with Regulation 63 of the Listing Regulations, including the manner in which it is to be disclosed, or that it contains any material misstatement or that it has not been prepared in accordance with the relevant prudential norms issued by Reserve Bank of India in respect of income recognition, asset classification, provisioning and other related matters.
5. The Statement includes the results for the quarter ended December 31, 2025, being the balancing figure between the unaudited figures nine month ended December 31, 2025, and the published unaudited figures for the six months ended September 30, 2025.

Our conclusion on the Statement is not modified in respect of the above matters.

**For Brahmayya & Co.,**  
Chartered Accountants  
Firm Registration No. 000515S



**P.S. Kumar**  
Partner  
Membership No. 015590  
UDIN: 26015590VKVBSU6768

Place: Mumbai  
Date: January 16, 2026

**For T R Chadha & Co LLP**  
Chartered Accountants  
Firm Registration No. 006711N/N500028



**Vikas Kumar**  
Partner  
Membership No. 075363  
UDIN: 26075363RHURSC5118

Place: Mumbai  
Date: January 16, 2026

<b>STATEMENT OF STANDALONE FINANCIAL RESULTS FOR THE QUARTER AND NINE MONTHS ENDED DECEMBER 31, 2025</b>							
<b>Sr. No.</b>	<b>Particulars</b>	<b>Quarter ended</b>			<b>Nine months ended</b>		<b>Year ended</b>
		<b>December 31, 2025</b>	<b>September 30, 2025</b>	<b>December 31, 2024</b>	<b>December 31, 2025</b>	<b>December 31, 2024</b>	
		<b>Unaudited (Refer Note 4)</b>	<b>(Unaudited)</b>	<b>Unaudited (Refer Note 4)</b>	<b>(Unaudited)</b>	<b>(Unaudited)</b>	<b>(Audited)</b>
<b>(I)</b>	<b>Revenue from operations</b>						
	(a) Interest income	4,240.00	4,037.30	3,806.32	12,191.71	10,912.38	14,661.86
	(b) Dividend income	0.17	-	0.50	0.17	0.50	0.50
	(c) Fees and commission income	338.03	289.27	237.69	886.27	817.43	1,077.34
	(d) Net gain on fair value changes	-	6.17	50.58	74.68	162.07	172.43
	<b>Total revenue from operations</b>	<b>4,578.20</b>	<b>4,332.74</b>	<b>4,095.09</b>	<b>13,152.83</b>	<b>11,892.38</b>	<b>15,912.13</b>
<b>(II)</b>	<b>Other income</b>						
		3.51	0.35	7.70	4.18	13.31	17.99
<b>(III)</b>	<b>Total income (I+II)</b>	<b>4,581.71</b>	<b>4,333.09</b>	<b>4,102.79</b>	<b>13,157.01</b>	<b>11,895.69</b>	<b>15,930.12</b>
<b>(IV)</b>	<b>Expenses</b>						
	(a) Finance costs	1,703.01	1,634.28	1,569.23	4,973.02	4,396.90	5,996.73
	(b) Net loss on fair value changes	14.86	-	-	-	-	-
	(c) Net loss on derecognition of financial instruments under amortised cost category	149.66	139.06	(74.75)	378.46	180.25	275.04
	(d) Impairment on financial instruments	590.06	505.55	728.96	1,637.91	1,669.65	2,193.35
	(e) Employee benefits expenses	649.32	592.63	578.79	1,793.66	1,645.79	2,214.40
	(f) Depreciation, amortization and impairment	56.12	49.34	34.69	144.59	93.51	132.97
	(g) Other expenses	407.67	433.47	451.27	1,306.05	1,262.52	1,662.70
	<b>Total expenses</b>	<b>3,570.70</b>	<b>3,354.33</b>	<b>3,288.19</b>	<b>10,233.69</b>	<b>9,248.62</b>	<b>12,475.19</b>
<b>(V)</b>	<b>Profit before tax and exceptional items (III - IV)</b>	<b>1,011.01</b>	<b>978.76</b>	<b>814.60</b>	<b>2,923.32</b>	<b>2,657.07</b>	<b>3,454.93</b>
<b>(VI)</b>	<b>Exceptional items (refer note 7)</b>	28.43	-	-	28.43	-	-
<b>(VII)</b>	<b>Profit before tax (V - VI)</b>	<b>982.58</b>	<b>978.76</b>	<b>814.60</b>	<b>2,894.89</b>	<b>2,657.07</b>	<b>3,454.93</b>
<b>(VIII)</b>	<b>Tax expense:</b>						
	a) Current tax	295.32	202.14	199.27	750.64	677.02	756.97
	b) Deferred tax	(44.16)	48.91	(3.85)	(8.97)	(7.17)	80.15
	<b>Total tax expense (a+b)</b>	<b>251.16</b>	<b>251.05</b>	<b>195.42</b>	<b>741.67</b>	<b>669.85</b>	<b>837.12</b>
<b>(IX)</b>	<b>Profit for the period/year (VII-VIII)</b>	<b>731.42</b>	<b>727.71</b>	<b>619.18</b>	<b>2,153.22</b>	<b>1,987.22</b>	<b>2,617.81</b>
<b>(X)</b>	<b>Other comprehensive income</b>						
<b>A</b>	Items that will not be reclassified to profit or loss						
	(a) Remeasurement of defined benefit plans	5.69	0.51	(0.12)	(10.02)	(5.28)	(3.03)
	(b) Income tax relating to items that will not be reclassified to profit or loss	(1.43)	(0.13)	0.03	2.52	1.33	0.76
	<b>Subtotal (A)</b>	<b>4.26</b>	<b>0.38</b>	<b>(0.09)</b>	<b>(7.50)</b>	<b>(3.95)</b>	<b>(2.27)</b>
<b>B</b>	Items that will be reclassified to profit or loss						
	(a) Change in fair value of debt instruments measured at fair value through other comprehensive income	(0.39)	(34.43)	(15.01)	0.06	15.11	54.78
	(b) The effective portion of gains / (loss) on hedging instruments in a cash flow hedge	(24.81)	60.78	26.30	(34.56)	6.75	(37.47)
	(c) Income tax relating to items that will be reclassified to profit or loss	6.25	(15.30)	(6.62)	8.70	(1.70)	9.43
	<b>Subtotal (B)</b>	<b>(18.95)</b>	<b>11.05</b>	<b>4.67</b>	<b>(25.80)</b>	<b>20.16</b>	<b>26.74</b>
<b>(XI)</b>	<b>Other comprehensive income (A+B)</b>	<b>(14.69)</b>	<b>11.43</b>	<b>4.58</b>	<b>(33.30)</b>	<b>16.21</b>	<b>24.47</b>
<b>(XII)</b>	<b>Total comprehensive income for the period/year (IX+X)</b>	<b>716.73</b>	<b>739.14</b>	<b>623.76</b>	<b>2,119.92</b>	<b>2,003.43</b>	<b>2,642.28</b>
<b>(XIII)</b>	Paid-up equity share capital (face value of ₹ 10 each) (refer note 5)						2,494.87
<b>(XIV)</b>	Other equity						22,799.85
<b>Earnings per equity share (*not annualised):</b>							
	(a) Basic (₹)	*2.92	*2.91	*2.48	*8.62	*7.97	10.50
	(b) Diluted (₹)	*2.92	*2.90	*2.48	*8.59	*7.95	10.47



- 1 These standalone financial results have been reviewed by the Audit Committee and the same has been approved by the Board of Directors at its meeting held on January 16, 2026. The Joint Statutory Auditors of the Company have carried out a limited review of the aforesaid results and issued unmodified report thereon.
- 2 These standalone financial results have been prepared in accordance with the recognition and measurement principles of Indian Accounting Standard ("Ind AS") prescribed under section 133 of the Companies Act, 2013 (the "Act") read with relevant rules issued thereunder, circular, directions & guidelines issued by the Reserve Bank of India (RBI) and the other accounting principles generally accepted in India.
- 3 These standalone financial results have been prepared in accordance with the requirement of Regulation 33 and 52 of the Securities and Exchange Board of India ("SEBI") (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended.
- 4 The Statement includes the results for the quarter ended December 31, 2025 and December 31, 2024 being the balancing figures of the published year to date figures upto the nine months and six months of the respective financial year, which were subject to limited review by the joint statutory auditor of the company.
- 5 The Company, during the quarter and nine months ended December 31, 2025 has allotted 27,57,685 and 77,59,525 equity shares respectively of ₹10 each, fully paid up, on exercise of options by employees, in accordance with the Company's Employee Stock Option Scheme(s).
- 6 Information as required by Regulation 54 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015: Security Coverage available as on December 31, 2025 in case of Secured non-convertible debentures issued by the Company is 1.07 times. The secured non-convertible debentures issued by the Company are fully secured by creation and maintenance of exclusive charge on specific receivables of the Company, to the extent as stated in the respective Information Memorandum. The details for security cover as per the format prescribed by the SEBI vide circular dated March 31, 2023 is enclosed.
- 7 Effective November 21, 2025, the Government of India consolidated 29 existing labour regulations into four Labour codes, namely, The Code on Wages, 2019, The Industrial Relations Code, 2020, The Code on Social Security, 2020 and the Occupational Safety, Health and Working Conditions Code, 2020, collectively referred to as the 'New Labour Codes'. The New Labour Codes has resulted in a one-time material increase in provision for employee benefits on account of recognition of past service costs. Based on the requirements as per the of New Labour Codes and relevant Accounting Standard, the Company has assessed and accounted the estimated incremental impact as Exceptional Item in the standalone statement of profit and loss for the quarter and nine months ended December 31, 2025 amounting to Rs. 28.43 crores (Net of tax Rs. 21.27 crores). Upon notification of the related Rules to the New Labour Codes by the Government and any further clarification from the Government on other aspects of the New Labour Codes, the Company will evaluate and account for additional impact if any, determined in subsequent periods.

Particulars	Quarter ended			Nine months ended		Year ended
	December 31, 2025	September 30, 2025	December 31, 2024	December 31, 2025	December 31, 2024	March 31, 2025
	Unaudited (Refer Note 4)	(Unaudited)	Unaudited (Refer Note 4)	(Unaudited)	(Unaudited)	(Audited)
Profit before exceptional items and tax	1,011.01	978.76	814.60	2,923.32	2,657.07	3,454.93
Tax expenses (before exceptional items)	(258.32)	(251.05)	(195.42)	(748.83)	(669.85)	(837.12)
<b>Profit after Tax (before exceptional items)</b>	<b>752.69</b>	<b>727.71</b>	<b>619.18</b>	<b>2,174.49</b>	<b>1,987.22</b>	<b>2,617.81</b>
Impact of new labour codes (net of tax)	(21.27)	-	-	(21.27)	-	-
<b>Profit after tax (including impact of new labour codes)</b>	<b>731.42</b>	<b>727.71</b>	<b>619.18</b>	<b>2,153.22</b>	<b>1,987.22</b>	<b>2,617.81</b>

- 8 Disclosures pursuant to Master Direction – Reserve Bank of India (Transfer of Loan Exposures) Directions, 2021 in terms of RBI circular RBI/DOR/2021-22/86 DOR.STR.REC.51/21.04.048/2021-22 dated September 24, 2021:

- i) Details of NPA loans transferred during the nine months ended December 31, 2025

Sr. No.	Particulars	To ARCs	To permitted transferees	To other transferees
1	No. of accounts sold (No.s)	5.00	-	-
2	Aggregate principal outstanding of loan transferred (₹ in crore)	127.52	-	-
3	Weighted average residual tenor of the loans transferred (years)	1.50	-	-
4	Net book value of loans transferred (at the time of transfer)	146.99	-	-
5	Aggregate consideration (₹ in crore)	155.87	-	-
6	Additional consideration realized in respect of accounts transferred in earlier years	-	-	-
7	Provision reversed to the profit and loss account	8.88	-	-

- ii) There are no SMA loans transferred during the nine months ended December 31, 2025

- iii) Details of loans not in default transferred during the nine months ended December 31, 2025\*

Sr. No.	Particulars	Nine months ended December 31 2025
1	Count of loans assigned	1
2	Amount of loan account assigned (₹ in crore)	66.36
3	Weighted average maturity (years) (from the date of transfer)	14.85
4	Weighted average holding period (years)	2.46
5	Retention of beneficial economic interest	NIL
6	Coverage of tangible security	Greater than 1x
7	Rating wise distribution of rated loans	Category A-

\*There are no instances of transfer of loans where the entity has agreed to replace loans transferred to transferee(s) or pay damages arising out of any representation or warranty.

- iv) Details of loans not in default acquired during the nine months ended December 31, 2025\*

Sr. No.	Particulars	Nine months ended December 31 2025
1	Count of loans acquired through assignment	158
2	Amount of loan acquired through assignment (₹ in crore)	48.92
3	Weighted average maturity (years) (from the date of transfer)	15.96
4	Weighted average holding period (years) (Upto the date of acquisition)	0.75
5	Retention of beneficial economic interest of assignor	10.00%
6	Coverage of tangible security	Greater than 1x
7	Rating wise distribution of rated loans	Unrated

\* Exclude the gold loan portfolio of ~ ₹ 1,350 crore acquired from PMFL during the period (refer note 11).

- v) The Company has not acquired any stressed loans during the nine months ended December 31, 2025



L&T Finance Limited  
(Formerly known as L&T Finance Holdings Limited)  
CIN. L67120MH2008PLC181833  
Regd. Office : Brindavan, Plot No. 177, C.S.T. Road, Kalina, Santa Cruz (East), Mumbai - 400 098, Maharashtra, India  
Website: [www.ltfinance.com](http://www.ltfinance.com) Email: [igrc@ltfs.com](mailto:igrc@ltfs.com) Phone: +91 22 6212 5000 Fax: +91 22 6212 5553

- 9 The Company is engaged primarily in the business of financing and accordingly, there are no separate reportable segments as per Ind AS 108 "Operating Segments".
- 10 Information as required by Regulation 52(4) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 as amended, is attached as Annexure I.
- 11 On June 9, 2025, the Company has acquired gold loan business of Paul Merchants Finance Private Limited (PMFL), a wholly owned subsidiary of Paul Merchants Limited, for a total consideration of ~ ₹ 711 Crore by way of slump sale on a going concern basis.
- 12 Previous period/year figures have been regrouped/reclassified to make them comparable with those of current period/year.

For and on behalf of the Board of Directors  
**L&T Finance Limited**  
(Formerly known as L&T Finance Holdings Limited)

Sudipta Roy  
Managing Director & Chief Executive Officer  
(DIN : 08069653)

Place : Mumbai  
Date : January 16, 2026



**L&T Finance Limited**  
 (Formerly known as L&T Finance Holdings Limited)  
 CIN. L67120MH2008PLC181833

Regd. Office : Brindavan, Plot No. 177, C.S.T. Road, Kalina, Santacruz (East), Mumbai - 400 098, Maharashtra, India  
 Website: [www.ltfinance.com](http://www.ltfinance.com) Email: [igrc@ltfs.com](mailto:igrc@ltfs.com) Phone: +91 22 6212 5000 Fax: +91 22 6212 5553

**Annexure I:**

Disclosure in compliance with Regulation 52(4) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 as amended for the nine months ended December 31, 2025

Sr. No.	Particulars	Ratio
1	Debt-equity ratio <sup>1</sup>	3.82
2	Debt service coverage ratio <sup>2</sup>	Not Applicable
3	Interest service coverage ratio <sup>2</sup>	Not Applicable
4	Outstanding redeemable preference shares (quantity and value)	-
5	Capital redemption reserve (₹ in crore)	72.05
6	Debenture redemption reserve (₹ in crore)	0.29
7	Net worth (₹ in crore) <sup>3</sup>	26,817.63
8	Net profit after tax (₹ in crore)	2,153.22
9	Earnings per equity share (*not annualised)	
	(a) Basic (₹)	*8.62
	(b) Diluted (₹)	*8.59
10	Current ratio <sup>2</sup>	Not Applicable
11	Long term debt to working capital <sup>2</sup>	Not Applicable
12	Bad debts to account receivable ratio <sup>2</sup>	Not Applicable
13	Current liability ratio <sup>2</sup>	Not Applicable
14	Total debts to total assets <sup>4</sup>	0.77
15	Debtors turnover <sup>2</sup>	Not Applicable
16	Inventory turnover <sup>2</sup>	Not Applicable
17	Operating margin <sup>2</sup>	Not Applicable
18	Net profit margin <sup>5</sup>	16.37%
19	Sector specific equivalent ratios:	
	(a) Gross Stage 3	3.19%
	(b) Net Stage 3	0.92%
	(c) Capital to risk-weighted assets ratio <sup>6</sup>	19.10%
	(d) Liquidity coverage ratio for the quarter ended December 31, 2025 <sup>6</sup>	205%

**Note:**

- 1 Debt-equity ratio = (Debt securities + Borrowings (other than debt securities) + Subordinated liabilities) / Networth.
- 2 The Company is registered under the Reserve Bank of India Act, 1934 as Non-Banking Financial Company, hence these ratios are not applicable.
- 3 Net worth = Equity share capital + Other equity.
- 4 Total debts to total assets = (Debt securities + Borrowings (other than debt securities) + Subordinated liabilities) / Total assets.
- 5 Net profit margin = Net profit after tax / Total income.
- 6 Capital to risk-weighted assets ratio and Liquidity coverage ratio, are calculated as per the RBI guidelines.



**Independent Auditor's Certificate on the Statement of Maintenance of Security Cover and Compliance of Financial Covenants in respect of Listed Non - Convertible Debentures for the quarter and nine months ended December 31, 2025**

**To**  
**The Board of Directors**  
**L&T Finance Limited**  
(formerly known as L&T Finance Holdings Limited)  
Brindavan, Plot No. 177, C.S.T. Road,  
Kalina Santacruz (East)  
Mumbai, Maharashtra - 400 098  
India

1. The management of L&T Finance Limited ("the Company") has requested M/s Brahmayya & Co., Chartered Accountants, the joint statutory auditor of the Company, to certify the particulars contained in the accompanying Annexure of Listed Non-Convertible Debentures ("NCDs") attached herewith ("Annexure - A") for the Company as at and for the quarter ended December 31, 2025. Annexure - A has been prepared by the Company to comply with Regulation 54 read with Regulation 56(1)(d) of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations 2015 as amended vide operational Circular no. SEBI/HO/DDHS/P/CIR/2023/50 dated March 31, 2023 and Regulation 15(1)(t) of the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as amended from time to time (together referred to as the "Regulations") for the purpose of its onward submission to Debenture Trustees. The accompanying Annexure - A (herein after referred to as the "Statement", which includes Exhibit 1) has been prepared by management of the Company and it has been initiated by us for identification purpose only.

**RESPONSIBILITY OF THE MANAGEMENT**

2. The preparation and presentation of the Statement is the exclusive responsibility of the Company's management including the preparation and maintenance of all accounting and other records supporting its contents. This responsibility includes the design, implementation and maintenance of internal control relevant to the preparation and presentation of the Statement and applying an appropriate basis of preparation; and making estimates that are reasonable in the circumstances.
3. The Company's management is also responsible for ensuring that the Company complies with the requirements of the Regulations and the General Information Document ("GID") / Information Memorandum ("IM") / Debenture Trust Deeds ("DTD") for all listed NCDs issued/outstanding during the quarter ended December 31, 2025, and for providing all relevant information to the Company's Debenture Trustee. The Company's management is responsible for preparation and maintenance of the security cover and compliance with all



covenants on a continuous basis as per the GID / IM / DTDs.

Further, the Company's management is responsible for completeness and accuracy of the security cover and covenants listed in the Statement extracted from the list of covenants under the 'Covenants' section of the respective GID / IM / DTDs.

### **AUDITOR'S RESPONSIBILITY AND METHODOLOGY**

4. Pursuant to the request from management and as required by the Company's Debenture Trustee, we are required to provide a limited assurance on whether the Company has maintained security cover as per unaudited book value and complied with the financial covenants, as set out in the Statement for all outstanding listed NCDs.
5. For the purpose of this report, We have planned and performed the following procedures to determine whether anything has come to our attention that causes us to believe that, in all material respects, that the Company has not maintained security cover as per book value and has not complied with the financial covenants (as set out in Statement) as per the requirements of the GID / IM / DTDs with Debenture Trustee, in relation to all outstanding listed NCDs:
  - (a) Obtained the unaudited standalone financial results of the Company as at and for the quarter ended December 31, 2025;
  - (b) Obtained the list of listed NCDs and verified, for sample cases, the details such as ISIN, facility, sanctioned amount as at December 31, 2025, security details, for each series of the listed NCDs from the DTD and related documents;
  - (c) Traced the amounts forming part of the Statement with the unaudited financial results, and books and other records maintained by the Company;
  - (d) On sample basis verified, the details of the outstanding amount, cover required and assets required to be maintained as collateral for each series of the listed NCDs from other books and records maintained by the Company for the quarter ended December 31, 2025;
  - (e) Recomputed the security coverage ratio as set out in the Statement;
  - (f) Obtained from management, a list of applicable financial covenants (as set out in the Statement), extracted from the "Covenants" section of the respective GID / IM / DTDs. Management has confirmed that the financial covenants listed in the Statement are extracted from all GID / IM / DTDs for all listed NCDs issued during the quarter ended December 31, 2025 / outstanding as at December 31, 2025. Against each of the applicable financial covenants (as set out in the Statement), obtained the status of compliance with such financial covenants as at December 31, 2025, from management;
  - (g) On a sample basis, we traced the financial covenants in the Statement to the respective IM / DTDs to test their accuracy
  - (h) On a sample basis, verified the compliance with the financial covenants as set out in the Statement; and
  - (i) Verified the arithmetical accuracy of the Statement.
6. The procedures performed in a limited assurance engagement vary in nature and timing from, and are less in extent than for, a reasonable assurance engagement and consequently, the level of assurance obtained in a limited assurance engagement is substantially lower than the



assurance that would have been obtained had a reasonable assurance engagement been performed.

7. We conducted our examination in accordance with the Guidance Note on Reports or Certificates for Special Purposes (Revised 2016) ("the Guidance Note") issued by the ICAI. The Guidance Note requires that we comply with the ethical requirements of the Code of Ethics issued by the ICAI.
8. We have complied with the relevant applicable requirements of the Standard on Quality Control ("SQC") 1, Quality Control for Firms that Perform Audits and Reviews of Historical Financial Information, and Other Assurance and Related Services Engagements.

## **CONCLUSION**

9. Based on our procedures performed as mentioned in paragraph 5 above, information and explanation given to us and representations provided by the Company, nothing has come to our attention that causes us to believe that the book values as considered in the Statement, in relation to the computation of Security cover, is not in agreement with the unaudited books of accounts for the quarter ended December 31, 2025 and the Company has not complied with the financial covenants as mentioned in the Statement.

## **RESTRICTION ON USE**

10. This report has been issued for the sole use of the Board of Directors, to whom it is addressed, for onward submission to the Company's Debenture Trustees, pursuant to the requirements of the above-mentioned Regulations. Accordingly, our report should not be quoted or referred to in any other document or made available to any other person or persons without our prior written consent. We neither accept nor assume any duty or liability for any other purpose or to any other party to whom our report is shown or into whose hands it may come without our prior consent in writing.

**For Brahmayya & Co.,  
Chartered Accountants  
Firm Registration No. 000515S**



**G. Srinivas**

**Partner**

Membership No. 086761

UDIN: **26086761CQPNYC4018**



Place: Mumbai

Date: January 16, 2026

**Annexure A****Statement of security cover and compliance with covenants as on December 31<sup>st</sup>, 2025**

Security cover in respect of listed debt securities of the listed entity under SEBI Circular SEBI/HO/DDHS/P/CIR/2023/50 dated March 31, 2023

This Statement is prepared in accordance with Regulation 56(1)(d) of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations 2015 as amended vide operational Circular no. SEBI/HO/DDHS/P/CIR/2023/50 dated March 31, 2023 and Regulation 15 (1) (t) of the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as amended from time to time (together referred to as the 'Regulations').

**We hereby certify that:**

**A. The listed entity i.e. L&T Finance Limited (formerly known as L&T Finance Holdings Limited) ('the Company') has vide its Board Resolutions, Information Memorandums / Offer Documents and under various Debenture Trust Deeds, issued the listed debt securities (Non-Convertible Debentures / NCD's) and the amount outstanding (including interest accrued) as at December 31<sup>st</sup>, 2025 is **Rs. 26,185.32 crores** as per **Exhibit 1**.**

**B. Security cover for Secured listed debt securities**

- i. The financial information as on December 31<sup>st</sup>, 2025, has been extracted from the unaudited financial statements for the period ended December 31<sup>st</sup>, 2025, and other relevant records and documents maintained by the Company.
- ii. The assets of the Company provide coverage of **1.07** times of the interest and principal amount, which is in accordance with the terms of the issue / debenture trust deed (Calculation as per "Statement of security cover as on December 31<sup>st</sup>, 2025") ("the Statement").

**C. Compliance of all the covenants in respect of listed debt securities of the listed entity**

We confirm that the Company has complied with all the applicable covenants terms of the issue of the listed debt securities as listed below:

**L&T Finance Limited**

(formerly known as L&amp;T Finance Holdings Limited)

**Registered Office**

Brindavan, Plot No. 177, C.S.T Road

Kalina, Santacruz (East)

Mumbai 400 098, Maharashtra, India

CIN: L67120MH2008PLC181833

T +91 22 6212 5000 / 5555

F +91 22 6621 7509

E igrce@ltfsl.com



WWW.LTFINANCE.COM

L&T Finance Limited (formerly known as L&T Finance Holdings Limited)

Outstanding Secured Non Convertible Debenture (including interest accrued) as at December 31st 2025

Exhibit-1

ISIN No.	Prod Type Description	Mode of Issue	Type of Charge	Oustanding amount (including interest accrued) as on 31st December, 2025	Security Margin	Total Asset Cover Required
INE027E07964	Non Convertible Debenture	Public Issue	Exclusive	8,60,14,257.10	100	8,60,14,257.10
INE027E07972	Non Convertible Debenture	Public Issue	Exclusive	1,19,26,80,518.83	100	1,19,26,80,519.00
INE027E07980	Non Convertible Debenture	Public Issue	Exclusive	70,57,335.40	100	70,57,335.40
INE027E07998	Non Convertible Debenture	Public Issue	Exclusive	1,02,22,14,083.75	100	1,02,22,14,084.00
INE027E07AK3	Non Convertible Debenture	Public Issue	Exclusive	11,18,69,126.80	100	11,18,69,126.80
INE027E07AL1	Non Convertible Debenture	Public Issue	Exclusive	3,74,77,35,789.40	100	3,74,77,35,789.00
INE027E07AM9	Non Convertible Debenture	Public Issue	Exclusive	45,65,053.06	100	45,65,053.06
INE027E07AN7	Non Convertible Debenture	Public Issue	Exclusive	17,55,56,585.62	100	17,55,56,585.60
INE027E07AP2	Non Convertible Debenture	Private Placement	Exclusive	8,94,67,50,684.90	125	11,18,34,38,356.00
INE027E07AQ0	Non Convertible Debenture	Private Placement	Exclusive	15,54,11,095.89	100	15,54,11,095.90
INE027E07B80	Non Convertible Debenture	Public Issue	Exclusive	25,07,64,475.62	100	25,07,64,475.60
INE027E07BC8	Non Convertible Debenture	Public Issue	Exclusive	3,99,03,40,790.87	100	3,99,03,40,791.00
INE691I07CM9	Non Convertible Debenture	Private Placement	Exclusive	56,05,13,747.37	100	56,05,13,747.40
INE691I07DW6	Non Convertible Debenture	Private Placement	Exclusive	47,46,06,632.69	100	47,46,06,632.70
INE691I07EJ1	Non Convertible Debenture	Private Placement	Exclusive	59,35,46,438.36	100	59,35,46,438.40
INE691I07EO1	Non Convertible Debenture	Private Placement	Exclusive	1,24,19,78,369.86	100	1,24,19,78,370.00
INE691I07EU8	Non Convertible Debenture	Private Placement	Exclusive	1,02,39,24,383.56	100	1,02,39,24,384.00
INE691I07EU8	Non Convertible Debenture	Private Placement	Exclusive	51,19,62,191.78	100	51,19,62,191.80
INE691I07EX2	Non Convertible Debenture	Private Placement	Exclusive	15,00,62,63,013.70	125	18,75,78,28,767.00
INE476M07925	Non Convertible Debenture	Private Placement	Exclusive	5,30,21,581.87	100	5,30,21,581.87
INE476M07AS8	Non Convertible Debenture	Private Placement	Exclusive	10,14,28,495.96	100	10,14,28,496.00
INE027E07CH5	Non Convertible Debenture	Private Placement	Exclusive	3,85,75,18,857.00	100	3,85,75,18,857.00
INE027E07CH5	Non Convertible Debenture	Private Placement	Exclusive	5,00,32,67,000.00	100	5,00,32,67,000.00
INE027E07CK9	Non Convertible Debenture	Private Placement	Exclusive	2,94,46,88,698.60	100	2,94,46,88,699.00
INE027E07CL7	Non Convertible Debenture	Private Placement	Exclusive	2,13,66,52,054.80	100	2,13,66,52,055.00
INE027E07CL7	Non Convertible Debenture	Private Placement	Exclusive	1,52,23,64,589.04	100	1,52,23,64,589.00
INE027E07CM5	Non Convertible Debenture	Private Placement	Exclusive	1,59,44,80,714.29	100	1,59,44,80,714.00
INE027E07CL7	Non Convertible Debenture	Private Placement	Exclusive	2,99,13,12,876.70	100	2,99,13,12,877.00
INE027E07CN3	Non Convertible Debenture	Private Placement	Exclusive	1,48,76,15,342.47	100	1,48,76,15,342.00
INE027E07C01	Non Convertible Debenture	Private Placement	Exclusive	2,61,82,87,671.20	100	2,61,82,87,671.00
INE027E07CP8	Non Convertible Debenture	Private Placement	Exclusive	26,13,77,397.26	100	26,13,77,397.30
INE027E07CP8	Non Convertible Debenture	Private Placement	Exclusive	4,96,61,70,548.00	100	4,96,61,70,548.00
INE027E07C01	Non Convertible Debenture	Private Placement	Exclusive	1,15,20,46,575.34	100	1,15,20,46,575.00
INE027E07CO1	Non Convertible Debenture	Private Placement	Exclusive	78,54,86,301.37	100	78,54,86,301.40
INE235P07050	Non Convertible Debenture	Private Placement	Exclusive	1,07,88,04,931.51	100	1,07,88,04,932.00
INE235P07134	Non Convertible Debenture	Private Placement	Exclusive	1,65,98,68,495.90	100	1,65,98,68,496.00
INE235P07142	Non Convertible Debenture	Private Placement	Exclusive	16,27,32,205.48	100	16,27,32,205.50
INE235P07159	Non Convertible Debenture	Private Placement	Exclusive	10,84,88,136.99	100	10,84,88,137.00
INE235P07183	Non Convertible Debenture	Private Placement	Exclusive	1,45,04,18,917.80	100	1,45,04,18,918.00
INE235P07191	Non Convertible Debenture	Private Placement	Exclusive	5,37,19,219.18	100	5,37,19,219.18
INE235P07209	Non Convertible Debenture	Private Placement	Exclusive	5,37,19,219.18	100	5,37,19,219.18
INE235P07241	Non Convertible Debenture	Private Placement	Exclusive	96,10,58,292.63	100	96,10,58,292.60
INE235P07274	Non Convertible Debenture	Private Placement	Exclusive	3,19,78,12,640.40	100	3,19,78,12,640.00
INE235P07316	Non Convertible Debenture	Private Placement	Exclusive	21,14,01,643.84	100	21,14,01,643.80
INE235P07399	Non Convertible Debenture	Private Placement	Exclusive	10,49,14,383.56	100	10,49,14,383.60
INE235P07431	Non Convertible Debenture	Private Placement	Exclusive	52,38,68,493.15	100	52,38,68,493.20
INE235P07456	Non Convertible Debenture	Private Placement	Exclusive	1,09,86,04,931.51	100	1,09,86,04,932.00
INE235P07464	Non Convertible Debenture	Private Placement	Exclusive	15,61,63,018.52	100	15,61,63,018.50
INE235P07498	Non Convertible Debenture	Private Placement	Exclusive	74,32,94,154.51	100	74,32,94,154.50
INE235P07506	Non Convertible Debenture	Private Placement	Exclusive	1,04,37,53,972.31	100	1,04,37,53,972.00
INE235P07514	Non Convertible Debenture	Private Placement	Exclusive	25,51,96,580.38	100	25,51,96,580.40
INE235P07548	Non Convertible Debenture	Private Placement	Exclusive	76,36,43,835.62	100	76,36,43,835.60
INE235P07555	Non Convertible Debenture	Private Placement	Exclusive	1,32,15,80,000.00	100	1,32,15,80,000.00
INE235P07571	Non Convertible Debenture	Private Placement	Exclusive	25,25,11,984.76	100	25,25,11,984.80
INE235P07738	Non Convertible Debenture	Private Placement	Exclusive	1,10,07,16,438.36	100	1,10,07,16,438.00
INE235P07944	Non Convertible Debenture	Private Placement	Exclusive	21,59,08,967.12	100	21,59,08,967.10
INE235P07951	Non Convertible Debenture	Private Placement	Exclusive	7,15,98,64,762.40	125	8,94,98,30,953.00
INE235P07969	Non Convertible Debenture	Private Placement	Exclusive	12,19,67,342.47	100	12,19,67,342.50



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ISIN No.	Prod Type Description	Mode of Issue	Type of Charge	Oustanding amount (including interest accrued) as on 31st December, 2025	Security Margin	Total Asset Cover Required
INE235P07977	Non Convertible Debenture	Private Placement	Exclusive	16,93,88,219.18	100	16,93,88,219.20
INE235P07AC5	Non Convertible Debenture	Private Placement	Exclusive	26,41,54,301.37	100	26,41,54,301.40
INE235P07AD3	Non Convertible Debenture	Private Placement	Exclusive	26,41,54,301.37	100	26,41,54,301.40
INE235P07AE1	Non Convertible Debenture	Private Placement	Exclusive	26,41,54,301.37	100	26,41,54,301.40
INE235P07AF8	Non Convertible Debenture	Private Placement	Exclusive	26,41,54,301.37	100	26,41,54,301.40
INE235P07AG6	Non Convertible Debenture	Private Placement	Exclusive	26,41,54,301.37	100	26,41,54,301.40
INE235P07AH4	Non Convertible Debenture	Private Placement	Exclusive	10,08,05,890.41	100	10,08,05,890.40
INE235P07AI2	Non Convertible Debenture	Private Placement	Exclusive	10,08,05,890.41	100	10,08,05,890.40
INE235P07AJ0	Non Convertible Debenture	Private Placement	Exclusive	10,08,05,890.41	100	10,08,05,890.40
INE235P07AK8	Non Convertible Debenture	Private Placement	Exclusive	10,08,05,890.41	100	10,08,05,890.40
INE235P07AL6	Non Convertible Debenture	Private Placement	Exclusive	10,08,05,890.41	100	10,08,05,890.40
INE691I07EJ1	Non Convertible Debenture	Private Placement	Exclusive	2,37,41,85,753.40	100	2,37,41,85,753.00
INE691I07EO1	Non Convertible Debenture	Private Placement	Exclusive	2,61,61,70,698.60	100	2,61,61,70,699.00
INE498L07012	Non Convertible Debenture	Private Placement	Exclusive	5,40,41,50,684.90	100	5,40,41,50,685.00
INE498L07012	Non Convertible Debenture	Private Placement	Exclusive	1,62,12,45,205.50	100	1,62,12,45,205.00
INE498L07020	Non Convertible Debenture	Private Placement	Exclusive	2,20,38,79,739.70	100	2,20,38,79,740.00
INE498L07020	Non Convertible Debenture	Private Placement	Exclusive	2,37,58,89,865.80	100	2,37,58,89,866.00
INE498L07038	Non Convertible Debenture	Private Placement	Exclusive	3,19,77,60,000.00	100	3,19,77,60,000.00
INE498L07038	Non Convertible Debenture	Private Placement	Exclusive	1,06,59,20,000.00	100	1,06,59,20,000.00
INE498L07038	Non Convertible Debenture	Private Placement	Exclusive	2,13,18,40,000.00	100	2,13,18,40,000.00
INE498L07046	Non Convertible Debenture	Private Placement	Exclusive	2,94,83,54,554.30	100	2,94,83,54,554.00
INE498L07053	Non Convertible Debenture	Private Placement	Exclusive	1,79,52,15,013.70	100	1,79,52,15,014.00
INE498L07038	Non Convertible Debenture	Private Placement	Exclusive	53,29,60,000.00	100	53,29,60,000.00
INE498L07046	Non Convertible Debenture	Private Placement	Exclusive	52,09,10,698.63	100	52,09,10,698.60
INE498L07038	Non Convertible Debenture	Private Placement	Exclusive	1,06,59,20,000.00	100	1,06,59,20,000.00
INE498L07046	Non Convertible Debenture	Private Placement	Exclusive	52,09,10,698.63	100	52,09,10,698.60
INE498L07046	Non Convertible Debenture	Private Placement	Exclusive	52,09,10,698.63	100	52,09,10,698.60
INE498L07087	Non Convertible Debenture	Private Placement	Exclusive	3,04,16,60,547.95	100	3,04,16,60,548.00
INE498L07103	Non Convertible Debenture	Private Placement	Exclusive	5,02,01,71,232.88	100	5,02,01,71,233.00
INE498L07111	Non Convertible Debenture	Private Placement	Exclusive	3,84,76,84,517.30	100	3,84,76,84,517.00
INE498L07012	Non Convertible Debenture	Private Placement	Exclusive	1,72,93,28,219.20	100	1,72,93,28,219.00
INE498L07111	Non Convertible Debenture	Private Placement	Exclusive	80,16,00,941.10	100	80,16,00,941.10
INE498L07111	Non Convertible Debenture	Private Placement	Exclusive	80,16,00,941.10	100	80,16,00,941.10
INE498L07111	Non Convertible Debenture	Private Placement	Exclusive	53,44,00,627.40	100	53,44,00,627.40
INE498L07111	Non Convertible Debenture	Private Placement	Exclusive	2,67,20,03,137.00	100	2,67,20,03,137.00
INE498L07111	Non Convertible Debenture	Private Placement	Exclusive	53,44,00,627.40	100	53,44,00,627.40
INE498L07129	Non Convertible Debenture	Private Placement	Exclusive	5,27,14,900.55	100	5,27,14,900.55
INE498L07129	Non Convertible Debenture	Private Placement	Exclusive	47,44,34,104.93	100	47,44,34,104.90
INE498L07129	Non Convertible Debenture	Private Placement	Exclusive	1,58,14,47,016.44	100	1,58,14,47,016.00
INE498L07129	Non Convertible Debenture	Private Placement	Exclusive	52,71,49,005.48	100	52,71,49,005.50
INE498L07129	Non Convertible Debenture	Private Placement	Exclusive	2,63,57,45,027.40	100	2,63,57,45,027.00
INE498L07137	Non Convertible Debenture	Private Placement	Exclusive	2,07,34,74,586.30	100	2,07,34,74,586.00
INE498L07137	Non Convertible Debenture	Private Placement	Exclusive	4,66,53,17,819.20	100	4,66,53,17,819.00
INE498L07137	Non Convertible Debenture	Private Placement	Exclusive	1,03,67,37,293.15	100	1,03,67,37,293.00
INE498L07129	Non Convertible Debenture	Private Placement	Exclusive	2,63,57,45,027.40	100	2,63,57,45,027.00
INE498L07129	Non Convertible Debenture	Private Placement	Exclusive	2,63,57,45,027.40	100	2,63,57,45,027.00
INE498L07129	Non Convertible Debenture	Private Placement	Exclusive	52,71,49,005.48	100	52,71,49,005.50
INE498L07129	Non Convertible Debenture	Private Placement	Exclusive	2,10,85,96,021.90	100	2,10,85,96,022.00
INE498L07137	Non Convertible Debenture	Private Placement	Exclusive	9,33,06,35,638.40	100	9,33,06,35,638.00
INE498L07145	Non Convertible Debenture	Private Placement	Exclusive	9,36,18,96,164.40	100	9,36,18,96,164.00
INE498L07038	Non Convertible Debenture	Private Placement	Exclusive	4,26,36,80,000.00	100	4,26,36,80,000.00
INE498L07160	Non Convertible Debenture	Private Placement	Exclusive	7,49,04,21,917.80	100	7,49,04,21,918.00
INE498L07160	Non Convertible Debenture	Private Placement	Exclusive	51,65,80,821.92	100	51,65,80,821.90
INE498L07160	Non Convertible Debenture	Private Placement	Exclusive	2,32,46,13,698.63	100	2,32,46,13,699.00
INE498L07178	Non Convertible Debenture	Private Placement	Exclusive	2,54,78,19,972.60	100	2,54,78,19,973.00
INE498L07186	Non Convertible Debenture	Private Placement	Exclusive	2,56,84,00,452.35	100	2,56,84,00,452.00
INE498L07194	Non Convertible Debenture	Private Placement	Exclusive	10,60,79,88,328.80	100	10,60,79,88,329.00
INE027E07CF9	Non Convertible Debenture	Private Placement	Exclusive	3,78,28,51,389.10	100	3,78,28,51,389.00
INE027E07CF9	Non Convertible Debenture	Private Placement	Exclusive	25,21,90,092.61	100	25,21,90,092.60
INE498L07152	Non Convertible Debenture	Private Placement	Exclusive	2,33,37,87,546.93	100	2,33,37,87,547.00
INE027E07BO3	Non Convertible Debenture	Private Placement	Exclusive	10,46,02,19,178.10	125	13,07,52,73,973.00



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ISIN No.	Prod Type Description	Mode of Issue	Type of Charge	Oustanding amount (including interest accrued) as on 31st December, 2025	Security Margin	Total Asset Cover Required
INE691I07240	Non Convertible Debenture	Private Placement	Exclusive	2,18,61,36,983.60	125	2,73,26,71,230.00
INE027E07CQ6	Non Convertible Debenture	Private Placement	Exclusive	16,38,09,31,506.90	125	20,47,61,64,384.00
INE498L07095	Non Convertible Debenture	Private Placement	Exclusive	5,11,90,41,095.90	125	6,39,88,01,370.00
INE498L07095	Non Convertible Debenture	Private Placement	Exclusive	5,11,90,41,095.90	125	6,39,88,01,370.00
				2,61,85,32,40,146.81		2,79,44,78,02,226.74
				26,185.32		27,944.78

Total assets hypothecated as on 31st December 2025 - Rs.27,982.62 crores



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**ANNEXURE I**
**Applicable Covenants listed below:**

Sr. No.	Reference	Covenant Description given by Debenture Trust Deed (DTD)	Status of Compliance as per Management
1	2 of DTD	Amount of debentures and covenant to pay principal amount and interest. The Company covenants with the Debenture Trustee that the Company shall pay to the Debenture Holders all amounts due in relation to the Debentures, including but not limited to the Principal Amount, Interest periodically, as mentioned in the Financial Covenants and Conditions covered in Schedule.	Complied
2	8 of DTD	Covenant for Redemption The Debenture Trustee shall, upon proof being given to the reasonable satisfaction of the Debenture Trustee that all the Principal Amount of Debentures shall be Redeemed in accordance with the Financial Covenants and Conditions together with all Interest, liquidated damages and all other monies hereby secured or intended to be secured have been paid or satisfied in accordance with the tenor(s) thereof and upon payment of all costs, charges and expenses incurred by the Debenture Trustee or by any Receiver in relation to these presents (including the remuneration of the Debenture Trustee and of any Receiver and all interest and liquidated damages in respect thereof) and upon observance and performance of the terms and conditions and covenants herein contained, the Debenture Trustee shall, at any time thereafter, at the request and cost of the Company re-convey, re-assign, re-assure and re-transfer to the Company or as the Company may direct or to such other person entitled thereto the Hypothecated Assets freed and discharged from the trusts and security created through this Deed, as the case may be.	No such event occurred
3	32 of DTD	Investor Education and Protection Fund The Company covenants to comply with the provisions of Section 125 of the Act relating to transfer of unclaimed amount upon Redemption of Debentures to Investor Education and Protection Fund ("IEPF"), if applicable to it.	Complied
4	34(B) (iii) of DTD	Power of Debenture Trustee to appoint Nominee Director The Debenture Trustee shall have authority to appoint a nominee director on the Board of the Company as per provisions of SEBI (Debenture Trustee) Regulations, 1993 and the Act particularly in the event of: (A) Two consecutive defaults in payment of Interest to the Debenture Holders; or (B) Default in creation of security for Debentures; or (C) Default in redemption of Debentures. The nominee director so appointed shall not be liable to retire by rotation nor shall be required to hold any qualification shares. The Company shall take steps to amend its articles of association for the purpose if necessary.	No such event occurred. The Company has amended its Articles of Association (AoA) in compliance of SEBI (Issue and Listing of Non Convertible Securities) (Amendment) Regulations, 2023 dated February 2, 2023.
5	34(B) (iv) of DTD	Special Covenants In the event of any repugnancy or inconsistency in the terms of these presents and the terms and conditions on which the said Debentures were issued, the terms and conditions on which the said Debentures are issued will prevail for all purposes and intents.	No such event occurred
6	Schedule II of DTD	Financial Covenants and Conditions 1. Computation of interest. 2. Rate of interest, interest period and interest payment date 3. Redemption. 4. Payments 5. Security 6. Security Cover, etc.	Complied
7	34 (a) of DTD	That notwithstanding anything to the contrary done or executed or omitted to be done or executed or knowingly suffered to the contrary the Company now has power to grant, transfer, assure and assign unto the Debenture Trustee the Hypothecated Assets.	No such event occurred
8	34 (a) of DTD	That it shall be lawful for the Debenture Trustee taking possession under the provisions herein contained of all or any of the Hypothecated Assets without any interruption or disturbance by the Company or any other person or persons claiming by, through, under or in trust for the Company and freed and discharged from or otherwise by the Company sufficiently indemnified against all encumbrances and demands whatsoever;	No such event occurred
9	34 (a) of DTD	That the Company shall execute all such deeds, documents and assurances and do all such acts and things as the Debenture Trustee may reasonably require for exercising the rights under these presents and the Debentures or for effectuating and completing the security intended to be hereby created and shall, from time to time and at all times after the security hereby constituted shall become enforceable, execute and do all such deeds, documents, assurances, acts, and things as the Debenture Trustee may require for facilitating realization of the Hypothecated Assets and for exercising all the powers, authorities and discretions hereby conferred on the Debenture Trustee or any Receiver and in particular the Company shall execute all transfers, assignments and assurance of the Hypothecated Assets whether to the Debenture Trustee or to their nominees and shall give all notices, orders and directions which the Debenture Trustee may think expedient and shall perform or cause to be performed all acts and things requisite or desirable for the purpose of giving effect to the exercise of any of the said powers, authorities and discretions, and further shall for such purposes of any of them make or consent to such application or local authority as the Debenture Trustee may require for the consent, sanction or authorization, of such authority to or for sale and transfer of the Hypothecated Assets or any part thereof and it shall be lawful for the Debenture Trustee to make or consent to make any such application in the name of the Company and for the purposes aforesaid a certificate in writing signed by the Debenture Trustee to the effect that any particular assurance or thing required by them is reasonably required by them shall be conclusive evidence of the fact;	Complied with as and when event occurred
10	34 (a) of DTD	The Hypothecated Assets will at all times be the absolute property of the Company and be free from any security, other than the charge created by this Deed and as permitted by the Transaction Documents;	Complied
11	34 (a) of DTD	It shall not create, grant or permit to subsist any restriction on the ability to transfer or realise, all or any of its right, title and interest in the Hypothecated Assets or any part;	No such event occurred

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Sr. No.	Reference	Covenant Description given by Debenture Trust Deed (DTD)	Status of Compliance as per Management
12	34 (a) of DTD	It shall file duly completed E-forms as prescribed under the Companies Act, 2013 with the relevant Registrar of Companies along with the requisite filing fee and shall deliver to the Debenture Trustee: (i) a copy thereof along with evidence of payment of fees; and (ii) a copy of certificate of registration of charge issued by the Registrar of Companies in relation to the charge created with respect to the Hypothecated Assets;	Complied
13	34 (a) of DTD	It shall execute all such deeds, documents and assurances and do all such acts and things as the Debenture Trustee may require (including necessary filings / registration with Central Registry under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 if required);	NA
14	34 (a) of DTD	The Company has complied with and will comply with all applicable provisions of the Act and all other applicable laws in respect of the Debentures;	Complied with as and when applicable
15	34 (a) of DTD	The Company has not taken any corporate action for its winding-up, dissolution, administration, reorganization or for appointment of receiver, administrator of the Company or all or any of its assets or undertakings;	No such event occurred
16	34 (a) of DTD	There is no litigation, proceeding or dispute, pending or threatened against the Company in the knowledge of the Company, the adverse determination of which would substantially affect the Company's ability to Redeem the Debentures or have a materially adverse effect on the financial condition of the Company;	No such event occurred
17	34 (a) of DTD	The Company covenants with the Debenture Trustee that in case the Company fails to create security herein even after the expiry of the three months from the closure of issue, the Company shall within 21 (twenty-one) days thereafter convene the meeting of the Debenture Holders/ the Beneficial Owners to explain the reasons for the delay in creation of security and indicate the date by which the security would be created and seek their approval for the same.	No such event occurred
18	34 (b) (i) (B) of DTD	Carry out and conduct its business with due diligence and efficiency and in accordance with sound engineering, technical, managerial and financial standards and business practices with qualified and experienced management and personnel.	Complied
19	34 (b) (i) (C) of DTD	Utilise the monies received towards subscription of the Debentures for Long term augmentation of funds and at the end of each financial year shall furnish to the Debenture Trustee a statement showing the manner in which the said monies have been utilised from the Statutory Auditors of the Company.	Complied
20	34 (b) (i) (D) of DTD	That the Company shall ensure that during the currency of the said Debentures the Company shall maintain minimum asset cover ratio at all times and also maintain the debt equity ratio as per the applicable law.	Complied
21	34 (b) (i) (e) of DTD	Furnish to the Debenture Trustee a certificate from a Company's Statutory Auditors in respect of the utilisation of funds raised by the issue of the Debentures.	Complied
22	34 (b) (i) (F) of DTD	The Company shall conduct review at least once a year by a credit rating agency with respect to the Debentures and shall promptly intimate the Debenture Trustee in case of any revision in the rating.	Complied
23	34 (b) (i) (G) of DTD	Keep proper books of account as required by the Act and therein make true and proper entries of all dealings and transactions of and in relation to the Hypothecated Assets and the business of the Company and keep the said books of account and all other books, registers and other documents relating to the affairs of the Company at its registered office or, where permitted by law, at other place or places where the books of account and documents of a similar nature may be kept and the Company will ensure that all entries in the same relating to the Hypothecated Assets and the business of the Company shall at all reasonable times be open for inspection of the Debenture Trustee and such person or persons as the Debenture Trustee shall, from time to time, in writing for that purpose, appoint.	Complied
24	34 (b) (i) (H) of DTD	Give to the Debenture Trustee or to such person or persons as aforesaid such information as they or he or any of them shall require as to all matters relating to the business, property and affairs of the Company and at the time of the issue thereof to the shareholders of the Company furnish to the Debenture Trustee three copies of every report, balance sheet, profit and loss account, circulars, or notices, issued to the shareholders and the Debenture Trustee shall be entitled, if they think fit, from time to time, to nominate a firm of Chartered Accountants to examine the books of account, documents and property of the Company or any part thereof and to investigate the affairs thereof and the Company shall allow any such accountant or agent to make such examination and investigation and shall furnish him with all such information as he may require and shall pay all costs, charges and expenses of and incidental to such examination and investigation.	Complied
25	34 (b) (i) (I) of DTD	Forthwith give notice in writing to the Debenture Trustee of commencement of any proceedings directly affecting the Hypothecated Assets.	No such event occurred
26	34 (b) (i) (J) of DTD	Diligently preserve its corporate existence and status and all rights, contracts, privileges, franchises and concessions now held or hereafter acquired by it in the conduct of its business and that it will comply with applicable to the Hypothecated Assets or any such acts, rules, regulations, orders and directions and pending the determination of such contest may postpone compliance therewith if the rights enforceable under the Debentures or the security of the Debentures is not thereby materially endangered or impaired. The Company will not do or voluntarily suffer or permit to be done any act or thing whereby its right to transact its business might or could be terminated or whereby payment of the Principal Amount or of Interest on the Debentures might or would be hindered or delayed.	No such event occurred



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(formerly known as L&T Finance Holdings Limited)

**Registered Office**

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Sr. No.	Reference	Covenant Description given by Debenture Trust Deed (DTD)	Status of Compliance as per Management
27	34 (b) (i) (K) of DTD	Pay all such stamp duty (including the stamp duty or any additional stamp duty payable if any on this document), other duties, taxes, charges and penalties, if and when the Company may be required to pay according to the laws for the time being in force, and in the event of the Company failing to pay such stamp duty, other duties, taxes and penalties as aforesaid, the Debenture Trustee will be at liberty (but shall not be bound) to pay the same and the Company shall reimburse the same to the Debenture Trustee on demand.	Complied
28	34 (b) (i) (M) of DTD	Promptly inform the Debenture Trustee if it has notice of any application for insolvency or winding up or liquidation having been made or any statutory notice of winding up under the Act or otherwise of any suit or other legal process intended to be filed or initiated against the Company and affecting the title to the Company's properties or if a Receiver is appointed of any of its properties or business or undertaking	No such event occurred
29	34 (b) (i) (N) of DTD	Promptly inform the Debenture Trustee of the happening of any labour strikes, lockouts, shut downs, fires or any event likely to have a substantial effect on the Company's profits or business and of any material changes in the rate of production or sales of the Company with an explanation of the reasons therefore;	No such event occurred
30	34 (b) (i) (O) of DTD	Promptly inform the Debenture Trustee of any loss or damage which the Company to any force majeure circumstances or act of God, such as earthquake, flood, tempest or typhoon, etc. against which the Company may not have insured its properties;	No such event occurred
31	34 (b) (i) (P) of DTD	Submit to the Debenture Trustee its duly audited annual accounts within six months from the close of its accounting year. In case statutory audit (if required) is not likely to be completed during this period, the Company shall get its accounts audited by an independent firm of Chartered Accountants and furnish the same to the Debenture Trustee.	Complied
32	34 (b) (i) (Q) of DTD	Shall submit to the Debenture Trustee the Asset Cover (ACR) certificate duly certified by the Chartered Accountant every quarter.	Complied
33	34 (b) (i) (R) of DTD	Shall submit quarterly information report in respect of these Debentures in the prescribed format as per the requirement of the Debenture Trustee.	Complied
34	34 (b) (i) (S) of DTD	Submit a quarterly report duly signed by authorised officer to the Trustee containing the following particulars: (I) Updated list of names and address of all Debenture Holders / Beneficial Owners, (II) Details of Interest due but unpaid and reasons for the same, (III) The number and nature of grievances received from the Debenture Holders / Beneficial Owners and resolved by the Company and (a) resolved by the Company (b) unresolved by the Company and the reason for the same, and (IV) Statement that the assets of the Company available as security are sufficient to discharge the claims of the Debenture holders / Beneficial Owners as and when the same become due.	Complied
35	34 (b) (i) (T) of DTD	Submit to the Stock Exchange for dissemination along with the half yearly financial results, a half yearly communication, countersigned by Debenture Trustee, containing inter alia the following information. (I) credit rating, (II) asset cover available, (III) debt-equity ratio, (IV) previous due date for the payment of interest/principal and whether the same has been paid or not, (V) next due Coupon Payment Date and Redemption Date, (VI) interest service coverage ratio (VII) debt service coverage ratio (VIII) net worth, (IX) net profit after tax, and (X) earnings per share;	Complied
36	34 (b) (i) (U) of DTD	Promptly inform the Debenture Trustee of any change in its name, any change in the composition of its Board of directors or change in the conduct of its business;	Complied
37	34 (b) (i) (V) of DTD	The Company shall within 180 days from the end of the financial year, submit a copy of the latest annual report to the Debenture Trustee and the Debenture Trustee shall be obliged to share the details submitted under this Clause with all other existing Debenture Holders within two working days of their specific request;	Complied
38	34 (b) (i) (W) of DTD	Promptly and expeditiously attend to and redress the grievances, if any, of the Debenture Holders. The Company further undertakes that it shall promptly comply with the suggestions and directions that may be given in this regard, from time to time, by the Debenture Trustee and shall advise the Debenture Trustee periodically of the compliance;	Complied
39	34 (b) (i) (Y) of DTD	Comply with all regulatory and other requirements as specified by the relevant governmental authorities and Stock Exchanges from time to time and ensure compliance with applicable laws, the debt listing agreement entered into with the stock exchanges, the Offer Document.	Complied with as and when event occurred
40	34 (b) (i) (Z) of DTD	The Company shall inform the Debenture Trustee about any change in nature and conduct of business which would affect the Hypothecated Assets and any order, direction of any court or tribunal affecting the Hypothecated Assets.	No such event occurred
41	34 (b) (i) (AA) of DTD	The Company undertakes to pay the Interest and Principal Amount of such Debentures to the Debenture Holders as and when it becomes due, as per the terms of the offer.	Complied
42	34 (b) (i) (BB) of DTD	The Company shall submit such information as may be reasonably required by the Debenture Trustee	Complied with as and when event occurred
43	34 (b) (i) (DD) of DTD	The Company shall, on quarterly basis furnish to the Debenture Trustee, the following certificates: a. Certificate from an independent chartered accountant giving the value of book receivables/book debts of the Company.	Complied
44	34 (B) (i) (FF) of DTD	Additional covenants related to security creation, default in payment and other defaults and delay in listing	Complied
45	34(B) (ii) of DTD	Negative covenants The Company hereby covenants with the Debenture Trustee that during the continuance of the Debentures, without the prior written approval of the Debenture Trustee, the Company shall not: (A) Declare any dividend to its shareholders during any financial year unless it has paid the Principal Amount and Coupon due and payable on the Debentures, or has made provision satisfactory to the Debenture Trustee for making such payment; (B) Sell or dispose of or assign the Hypothecated Assets or any part thereof or create thereon any hypothecation, mortgage, lease, lien or charge or other encumbrance of any kind whatsoever; and (C) Create any mortgage, lease, lien or charge or other encumbrance of any kind whatsoever on the Hypothecated Assets.	No such event occurred

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Sr. No.	Reference	Covenant Description given by Debenture Trust Deed (DTD)	Status of Compliance as per Management
46	5.1 of DTD	General Undertakings and Covenants The Company shall as required by Section 88 of the Act, keep at its registered office/ corporate office a Register of the Debenture Holder(s) holding Debentures, in physical form showing (a) the name and address and the occupation, if any, of each holder, (b) the amount of the Debentures held by each holder distinguishing each Debenture by its number and the amount paid or agreed to be considered as paid on those Debentures, (c) the date on which each person was entered in the Register as a Debenture Holder, (d) the date on which any person ceased to be a Debenture Holder, and (e) the subsequent transfers and changes of ownership thereof.	Complied
47	5.1 of DTD (Catalyst)	So long as the Debenture Holder(s) continue to hold the Debentures, the Company agrees and undertakes to comply with all Applicable Laws including the Companies Act, 2013, all provisions of applicable SEBI regulations including SEBI (Debenture Trustee Regulations, 1993 (as amended from time to time), SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 (as amended from time to time), SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (as amended from time to time), the debt listing agreement entered into with the stock exchanges (where the Debentures are listed/ proposed to be listed). This Deed is also subject to such guidelines as may be issued by SEBI, Government of India, such other statutory or regulatory authorities from time to time.	Complied
48	5.1 of DTD (Catalyst)	The Company shall create and maintain a reserve to be called the "Recovery Expense Fund" as per the provisions of and in the manner provided in the SEBI (Debenture Trustee) Amendment Regulations, 2020, the SEBI REF Circular and any guidelines and regulations issued by SEBI, as applicable. The Recovery Expense Fund shall be created to enable the Debenture Trustee to take prompt action in relation to the enforcement of the Security in accordance with the Transaction Documents. The Company shall submit to the Trustee certificate duly certified by the statutory auditors/independent chartered accountant/letter from designated stock exchange certifying creation and the form of such Recovery Expense Fund by the Company prior to the opening of the issue. The balance in the Recovery Expense Fund shall be refunded to the Company on repayment of Secured Obligations to the Debenture Holders for which a 'No Objection Certificate (NOC)' shall be issued by the Debenture Trustee(s) to the designated stock exchange. The Debenture Trustee(s) shall satisfy that there is no 'default' on any other listed debt securities of the Company before issuing the said NOC.	Complied
49	5.2 of DTD	Information Covenants The Company shall provide the relevant information set out in the Schedule hereto, in the manner and within the time period stipulated herein.	Complied
50	8 (B) (i) (31) of DTD	Enforcement and Realisation related covenants In terms of Clause 3.2 of the SEBI Circular dated 23.06.2020, the Issuer hereby submits the following Bank Account details from which it proposes to pay the redemption amount and hereby pre-authorise Debenture Trustee to seek debt redemption payment related information from the said bank. The Issuer hereby submits a letter duly acknowledged by the said bank agreeing to provide debt redemption payment related information to the Debenture Trustee.	Complied
51	8 (vii) of DTD	As and if applicable, shall conform with the guidelines issued in respect of the Inter Creditor Agreement (ICA) by the Regulatory Authorities from time to time,	No such event occurred
52	8 (viii) of DTD	Promptly inform the Debenture Trustee if it has received notice of any application for corporate resolution process or any statutory notice of winding up or corporate resolution process under the Insolvency and Bankruptcy Code, 2016, as amended and the Companies Act or if a receiver is appointed on business or undertaking.	No such event occurred
53	8 (vi) of DTD	Issuer hereby undertakes that charge shall be registered with Sub Registrar, ROC, CERSAI, Depository etc. as applicable, within 30 days of creation of charge.	Complied
54	8 (B) (i) (18) of DTD	Promptly inform Debenture Trustee of any shortfall or deficiency in maintaining the minimum Security Cover	Complied

NOTE:-

- i) The assets offered as security are loans given by the company and hence not eligible for market valuation
- ii) The register of Debenture holder holding Debentures is maintained by Registrar and Transfer Agent which is available in electronic form.

**L&T Finance Limited**

(Formerly known as L&T Finance Holdings Limited)

Sandeep Gupta  
Head-Treasury Operations  
Place-Mumbai  
Date -January 16th, 2026



**L&T Finance Limited**

(Formerly known as L&T Finance Holdings Limited)

Sachinn Joshi  
Chief Financial Officer



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L&T Finance Limited  
Statement of security cover as on December 31, 2025  
(All amounts are Rs. in crores)

Annexure I

Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column I	Column J	Column K	Column L	Column M	Column N	Column O	Column P
Particulars	Description of asset for which this certificate relate	Exclusive Charge	Exclusive Charge	Pari- Passu Charge	Pari- Passu Charge	Pari- Passu Charge	Assets not offered as Security	Debt not backed by any assets offered as security	Elimination (amount in negative)	(Total C to J)	Related to only those items covered by this certificate				
		Debt for which this certificate being issued	Other Secured Debt	Debt for which this certificate being issued	Assets shared by Pari Passu debt holder (includes debt for which this certificate is issued & other debt)	Other assets on which there is Pari Passu charge (excluding items covered)			Debt amount considered more than once (due to exclusive plus pari passu charge)		Market Value for Assets charged on Exclusive basis	Carrying /book value for exclusive charge assets where market value is not ascertainable or applicable (For Eg. Bank Balance, DSRA market value is not applicable)	Market Value for Pari passu charge Assets	Carrying value/book value for pari passu charge assets where market value is not ascertainable or applicable (For Eg. Bank Balance, DSRA market value is not applicable)	Total Value (=L+M+N+O)
		Book Value	Book Value	Yes/ No	Book Value	Book Value	Book Value	Book Value	Book Value	Book Value					
ASSETS															
Property, plant and equipment							136.79			136.79					
Capital work-in-progress							0.00			0.00					
Right of use assets							284.69			284.69					
Goodwill							182.08			182.08					
Other Intangible assets							248.55			248.55					
Intangible assets under development							35.83			35.83					
Investments			1,765.77				11,706.48			13,472.25					
Loans	Standard Loans	27,982.62	46,805.16			26,578.62	9,083.50			1,10,449.89		27,982.62			27,982.62
Inventories							0.00			0.00					
Trade Receivables							129.95			129.95					
Cash and Cash Equivalents							2,680.56			2,680.56					
Bank Balances other than Cash and Cash Equivalents			1,900.73				153.57			2,054.30					
Others							3,215.12			3,215.12					
Total		27,982.62	50,471.66	0.00	0.00	26,578.62	27,857.12			1,32,890.01	0.00	27,982.62	0.00	0.00	27,982.62



L&T Finance Limited  
Statement of security cover as on December 31, 2025  
(All amounts are Rs. in crores)

Annexure I

Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column I	Column J	Column K	Column L	Column M	Column N	Column O	Column P
Particulars	Description of asset for which this certificate relate	Exclusive Charge	Exclusive Charge	Pari- Passu Charge	Pari- Passu Charge	Pari- Passu Charge	Assets not offered as Security	Debt not backed by any assets offered as security	Elimination (amount in negative)	(Total C to J)	Related to only those items covered by this certificate				
	Debt for which this certificate being issued	Other Secured Debt	Debt for which this certificate being issued	Assets shared by Pari Passu debt holder (includes debt for which this certificate is issued & other debt)	Other assets on which there is Pari-Passu charge (excluding items covered)				Debt amount considered more than once (due to exclusive plus pari passu charge)		Market Value for Assets charged on Exclusive basis	Carrying /book value for exclusive charge assets where market value is not ascertainable or applicable (For Eg. Bank Balance, DSRA market value is not applicable)	Market Value for Pari passu charge Assets	Carrying value/book value for pari passu charge assets where market value is not ascertainable or applicable (For Eg. Bank Balance, DSRA market value is not applicable)	Total Value (=L+M+N+O)
				charge)											
LIABILITIES		Book Value	Book Value	Yes/ No	Book Value	Book Value	Book Value	Book Value	Book Value	Book Value					
Debt securities to which this certificate pertains		26,185.32						11.94		26,197.27					
Other debt sharing pari-passu charge with above debt								0.00		0.00					
Other Debt (Commercial papers)								8,122.91		8,122.91					
Subordinated debt								1,108.33		1,108.33					
Bank			35,893.15			18,401.93		3,946.62		58,241.70					
Financial Institutions			5,035.08					20.56		5,055.64					
Others			3,820.67					4.15		3,824.82					
Trade payables								1,665.50		1,665.50					
Lease Liabilities								295.98		295.98					
Provisions								106.96		106.96					
Others								1,453.27		1,453.27					
Total		26,185.32	44,748.90	0.00	0.00	18,401.93	0.00	16,736.23		1,06,072.38	0.00	0.00	0.00	0.00	0.00
Cover on Book Value			1.07												
Cover on Market Value															
		Exclusive Security Cover				Pari-Passu Security Cover									



**A. Statement of utilization of issue Proceeds:**

Name of the Issuer -1	ISIN -2	Mode of fund Raising (Public issue/ private placement) -3	Type of Instrument (4)	Date of raising funds -5	Amount Raised -6	Funds Utilised -7	Any Deviation (8)	If (8) is yes, then specify the purpose of for which the funds were utilized (9)	Remarks , if any -10
(Yes/No)									
L&T Finance Limited (formerly known as L&T Finance Holdings Limited)	INE498L07194	Private Placement	Secured	10/10/2025	10,50,00,00,000	10,50,00,00,000	No	-	-
L&T Finance Limited (formerly known as L&T Finance Holdings Limited)	INE498L08051	Private Placement	Unsecured	31/12/2025	50,00,00,000	50,00,00,000	No	-	-

V

**B. Statement of deviation /variation in use of issue proceeds:**

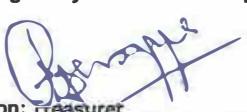
Particulars	Remarks					
Name of listed entity	L&T Finance Limited (formerly known as L&T Finance Holdings Limited)					
Mode of Fund Raising	Public Issue/ Private Placements					
Type of Instrument	Non-Convertible Debentures					
Date of Raising Funds	From October 01,2025 to December 31,2025					
Amount Raised	Rs. 1100 Crores					
Report filed for Quarter ended	December 31, 2025					
Is there a Deviation / Variation in use of funds raised	NA					
Whether any approval is required to vary the objects of the issue stated in the prospectus/ offer document	NA					
If yes, details of the approval so required?	NA					
Date of Approval	NA					
Explanation for the Deviation / Variation	NA					
Comments of the Audit Committee after review	NIL					
Comments of the auditors, if any	NA					
Objects for which funds have been raised and where there has been a deviation, in the following table						
Original Object	Modified Object, if any	Original Allocation (Rs. In Crs)	Modified allocation,if any	Funds Utilised (Rs. In Crs)	Amount of Deviation/Variation for the quarter according to applicable object (in Rs. crore and in %)	Remarks if any
NA	NA	NIL	NIL	NIL	NIL	NA

**Deviation could mean:**

(a) Deviation in the objects or purposes for which the funds have been raised

(b) Deviation in the amount of funds actually utilized as against what was originally disclosed.

Name of Signatory: Ravindra Gersappa



Designation: Treasurer