



Date: 15 May 2026

Ref. No: CH/MS/NF/JL/BW/CC/JHKT260006-1

BSE Limited

Phiroze Jeejeebhoy Towers

Dalal Street, Fort

Mumbai – 400 001

E-mail: corp.relations@bseindia.com

National Stock Exchange of India Limited

Exchange Plaza,

Bandra-Kurla-Complex, Bandra (East)

Mumbai – 400 051

Email: takeover@nse.co.in

Vedanta Limited

1st Floor, 'C' Wing, Unit 103, Corporate Avenue

Atul Projects, Chakala, Andheri (East)

Mumbai, Maharashtra – 400 093

E-mail: comp.sect@vedanta.co.in

Dear Sir / Madam,

Subject: Disclosure under Regulation 29(1) read with Regulation 29(4) of the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations 2011, as amended ("Takeover Regulations").

We refer to our previous disclosure dated 02 February 2026 made by Kroll Trustee Services (HK) Limited (formerly, Madison Pacific Trust Limited) (in its capacity as the agent under the Facility Agreement (*as defined below*), acting as agent for the other finance parties) in relation to creation of encumbrance over the equity shares of Vedanta Limited ("**VEDL**") held by the direct and indirect subsidiaries of Vedanta Resources Limited ("**VRL**" / "**Borrower**") (i.e., Twin Star Holdings Ltd. ("**TSHL**"), Welter Trading Limited ("**Welter**"), Vedanta Holdings Mauritius Limited ("**VHML**"), Vedanta Holdings Mauritius II Limited ("**VHMLII**") and Vedanta Netherlands Investments BV ("**VNIBV**") in terms of the facility agreement dated 30 January 2026 ("**Facility Agreement**") for total commitment aggregating up to US\$ 350,000,000 executed *inter alios*, amongst the lenders mentioned therein, VRL (as the borrower) and TSHL, VHMLII, Welter as the guarantors and Kroll Trustee Services (HK) Limited (formerly, Madison Pacific Trust Limited) (as the agent).

The Facility Agreement has been amended and supplemented with an amended and restatement deed dated 13 May 2026 ("**Amended Facility Agreement**") for a total commitment aggregating up to US\$ 600,000,000 ("**Facilities**") being executed *inter alia* between VRL (as the "**Borrower**"), TSHL, VHMLII, and Welter (as the "**Guarantors**") the present lenders and the joining lenders (as specified below, the "**Lenders**") and Kroll Trustee Services (HK) Limited (formerly, Madison Pacific Trust Limited) (as the "**Agent**") acting for the benefit of the Lenders.

As on date of this disclosure, (A) following are the present lenders: (i) DB International (Asia) Limited; (ii) First Abu Dhabi Bank PJSC; (iii) JPMorgan Chase Bank, N.A., London Branch; (iv) Mashreqbank PSC; (v) National Development Bank PLC; (vi) Standard Chartered Bank (Mauritius) Limited; (vii) Standard

Chartered Bank (Singapore) Limited; and (B) following are the joining lenders: (i) Bank of Maharashtra IFSC Banking Unit; and (ii) Sumitomo Mitsui Banking Corporation Singapore Branch.

Pursuant to the Facilities under the terms of the Amended Facility Agreement, *inter alia*: (i) a negative lien has been created on the shares of VEDL held or to be held by the Obligors (as defined under the Amended Facility Agreement) including TSHL, VHMLII and Welter or any Material Subsidiary (as defined under the Amended Facility Agreement); (ii) the Obligors (as defined under the Amended Facility Agreement) including TSHL, VHMLII and Welter or any Material Subsidiary (as defined under the Amended Facility Agreement) or any other member of the Group are not permitted to create any encumbrance over the shares directly or indirectly held by them/or to be acquired by them in VEDL; and (iii) VRL and its direct or indirect subsidiaries (collectively referred to as the “**VRL Group**”) are required to retain control over VEDL or, directly or indirectly, own at least 50.1% of the issued equity share capital of VEDL (collectively, the “**Encumbrances**”).

Encumbrances contemplated under the Amended Facility Agreement continue the existing encumbrance structure created pursuant to the Facility Agreement.

Given the nature of the conditions and/or arrangements under the Amended Facility Agreement, the Encumbrances and other conditions therein are likely to fall within the definition of the term ‘encumbrance’ provided under Chapter V of the Takeover Regulations. Accordingly, this disclosure is being made under Regulation 29(1) read with Regulation 29(4) of the Takeover Regulations.

Kindly take the above on record.

Thanking you

Yours faithfully

For and on behalf of Kroll Trustee Services (HK) Limited (formerly, Madison Pacific Trust Limited)



Authorised Signatory

Name: Michelle Shek

Designation: Director

Place: Singapore

Date: 15 May 2026

Encl: As above

Disclosure under Regulation 29(1) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 ("Takeover Regulations")

Part A- Details of acquisition

Name of the Target Company (TC)	Vedanta Limited ("VEDL")		
Name(s) of the acquirer and Persons Acting in Concert (PAC) with the acquirer	Kroll Trustee Services (HK) Limited (formerly, Madison Pacific Trust Limited) (in its capacity as the Agent under the Amended Facility Agreement, acting for the benefit of the Lenders)		
Whether the acquirer belongs to Promoter/ Promoter group	No		
Name(s) of the Stock Exchange(s) where the shares of TC are Listed	BSE Limited National Stock Exchange of India Limited		
Details of the acquisition/ disposal as follows	Number	% w.r.t. total share/ voting capital wherever applicable (*)	% w.r.t. total diluted share/ voting capital of the TC (**)
Before the acquisition under consideration, holding¹:			
a) Shares carrying voting rights	Nil	Nil	Nil
b) Shares in the nature of encumbrance (pledge/ lien/ non-disposal undertaking/ others)	2,204,724,753	56.38%	56.38%
c) Voting rights (VR) otherwise than by shares	Nil	Nil	Nil
d) Warrants/ convertible securities / any other instrument that entitles the acquirer to receive shares carrying voting rights in the TC (specify holding in each category)	Nil	Nil	Nil
e) Total (a+b+c+d)	2,204,724,753	56.38%	56.38%
Details of acquisition/ sale²			
a) Shares carrying voting rights acquired/ sold	Nil	Nil	Nil
b) VRs acquired /sold otherwise than by shares	Nil	Nil	Nil
c) Warrants/ convertible securities/ any other instrument that entitles the acquirer to receive shares carrying voting rights in the TC (specify holding in each category) acquired/sold	Nil	Nil	Nil
d) Shares encumbered/ invoked/ released by the acquirer	2,204,724,753	56.38%	56.38%
e) Total (a+b+c+d)	2,204,724,753	56.38%	56.38%
After the acquisition/ sale, holding of:^{1&2}			
a) Shares carrying voting rights	Nil	Nil	Nil
b) Shares encumbered with the acquirer	2,204,724,753	56.38%	56.38%

c) VRs otherwise than by shares	Nil	Nil	Nil
d) Warrants/ convertible securities / any other instrument that entitles the acquirer to receive shares carrying voting rights in the TC (specify holding in each category) after acquisition	Nil	Nil	Nil
e) Total (a+b+c+d)	2,204,724,753^{1&2}	56.38%^{1&2}	56.38%^{1&2}
Mode of acquisition/ sale (e.g. open market/ public issue/ rights issue/ preferential allotment/ inter-se transfer/ encumbrance etc.)	Creation of encumbrance ²		
Salient features of the securities acquired including till redemption, ratio at which it can be converted into equity shares etc.	Not applicable		
Date of acquisition /sale of shares/ VR or date of receipt of intimation of allotment of shares, whichever is applicable	13 May 2026 (date of execution of the Amended Facility Agreement).		
Equity share capital /total voting capital of the TC before the said acquisition/ sale	Equity Share Listed Capital: ₹ 3,910,388,057 (representing 3,910,388,057 equity shares of ₹ 1 each)		
Equity share capital/total voting capital of the TC after the said acquisition/ sale	Equity Share Listed Capital: ₹ 3,910,388,057 (representing 3,910,388,057 equity shares of ₹ 1 each)		
Total diluted share/voting capital of the TC after the said acquisition.	Equity Share Listed Capital: ₹ 3,910,388,057 (representing 3,910,388,057 equity shares of ₹ 1 each)		

Note 1: The Agent has an existing encumbrance over shares of VEDL, pursuant to facility agreement dated 17 April 2025, facilities agreement dated 24 June 2025 and the Facility Agreement (as amended and supplemented pursuant to the Amended Facility Agreement, for which this disclosure is being made). Please refer to earlier disclosures dated 17 April 2025, 25 June 2025 and 02 February 2026, respectively, in this regard. Since the encumbrances disclosed hereunder are on the same shares of VEDL, therefore, the before acquisition and after acquisition details will remain the same.

Note 2: We refer to our earlier disclosure dated 02 February 2026, in respect of the facility agreement dated 30 January 2026 ("**Facility Agreement**") for total commitment aggregating up to US\$ 350,000,000 ("**Facility**") executed *inter alios*, amongst the lenders mentioned therein, VRL (as the borrower) and TSHL, VHMLII, Welter as the guarantors and Kroll Trustee Services (HK) Limited (formerly, Madison Pacific Trust Limited) (as the agent).

The Facility Agreement has been amended and supplemented with an amended and restatement deed dated 13 May 2026 ("**Amended Facility Agreement**") for a total commitment aggregating up to US\$ 600,000,000 ("**Facilities**") being executed inter alia between VRL (as the "**Borrower**"), TSHL, VHMLII, and Welter (as the "**Guarantors**") the present lenders and the joining lenders (as specified below, the "**Lenders**") and Kroll Trustee Services (HK) Limited (formerly, Madison Pacific Trust Limited) (as the "**Agent**") acting for the benefit of the Lenders.

As on date of this disclosure, (A) following are the present lenders: (i) DB International (Asia) Limited; (ii) First Abu Dhabi Bank PJSC; (iii) JPMorgan Chase Bank, N.A., London Branch; (iv) Mashreqbank PSC; (v)

National Development Bank PLC; (vi) Standard Chartered Bank (Mauritius) Limited; (vii) Standard Chartered Bank (Singapore) Limited; and (B) following are the joining lenders: (i) Bank of Maharashtra IFSC Banking Unit; and (ii) Sumitomo Mitsui Banking Corporation Singapore Branch.

Pursuant to the Facilities under the terms of the Amended Facility Agreement, *inter alia*: (i) a negative lien has been created on the shares of VEDL held or to be held by the Obligors (as defined under the Amended Facility Agreement) including TSHL, VHMLII and Welter or any Material Subsidiary (as defined under the Amended Facility Agreement); (ii) the Obligors (as defined under the Amended Facility Agreement) including TSHL, VHMLII and Welter or any Material Subsidiary (as defined under the Amended Facility Agreement) or any other member of the Group are not permitted to create any encumbrance over the shares directly or indirectly held by them/or to be acquired by them in VEDL; and (iii) VRL and its direct or indirect subsidiaries (collectively referred to as the “**VRL Group**”) are required to retain control over VEDL or, directly or indirectly, own at least 50.1% of the issued equity share capital of VEDL (collectively, the “**Encumbrances**”).

Encumbrances contemplated under the Amended Facility Agreement continue the existing encumbrance structure created pursuant to the Facility Agreement.

Given the nature of the conditions and/or arrangements under the Amended Facility Agreement, the Encumbrances and other conditions therein are likely to fall within the definition of the term ‘encumbrance’ provided under Chapter V of the Takeover Regulations. Accordingly, this disclosure is being made under Regulation 29(1) read with Regulation 29(4) of the Takeover Regulations.

For and on behalf of Kroll Trustee Services (HK) Limited (formerly, Madison Pacific Trust Limited)



Authorised Signatory
Name: Michelle Shek
Designation: Director
Place: Singapore
Date: 15 May 2026

Part B***

Name of the Target Company: Vedanta Limited (“VEDL”)

Name(s) of the acquirer and Persons Acting in Concert (PAC) with the acquirer	Whether the acquirer belongs to the promoter / promoter group	PAN of the acquirer and / or PACs
Kroll Trustee Services (HK) Limited (formerly, Madison Pacific Trust Limited) (in	No	

its capacity as the Agent under the Amended Facilities Agreement, acting for the benefit of the Lenders)		
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Notes:

(*) Total share capital/ voting capital to be taken as per the latest filing done by the company to the Stock Exchange under Clause 35 of the listing agreement.

(**) Diluted share/voting capital means the total number of shares in the TC assuming full conversion of the outstanding convertible securities/warrants into equity shares of the TC. Outstanding employee stock options/ restricted stock units have not been considered.

(***) Part-B shall be disclosed to the Stock Exchanges but shall not be disseminated