

Date: 15 May 2026

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 31 of the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 (“Takeover Regulations”).

We refer to our previous disclosure dated 02 February 2026 (as revised on 16 February 2026) made by Vedanta Resources Limited (“**VRL**” or “**Borrower**”) in relation to creation of encumbrance (as defined under Chapter V of the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 (“**Takeover Regulations**”) over the equity shares of Vedanta Limited (“**VEDL**”) held by its direct and indirect subsidiaries 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 Facility Agreement) including TSHL, VHMLII and Welter or any Material

Vedanta Resources Limited

(Registered in England & Wales No. 04740415)
Registered Office: C/O CSC CLS (UK) Limited, 5 Churchill Place, 10th Floor, London, United Kingdom, E14 5HU
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Subsidiary (as defined under the Facility Agreement); (ii) the Obligors (as defined under the Facility Agreement) including TSHL, VHMLII and Welter or any Material Subsidiary (as defined under the 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; (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 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.

For completeness, it is clarified that no pledge has been created by VRL or its subsidiaries over the equity shares of VEDL in relation to the Facilities as on the date of this disclosure.

The enclosed disclosure is being made under Regulation 31 read with Securities and Exchange Board of India's Master circular dated 16 February 2023, bearing reference no. SEBI/HO/CFD/PoD-1/P/CIR/2023/31 in relation to the above considering the definition of the term "encumbrance" for the purposes of Chapter V of the Takeover Regulations.

Yours faithfully,

**For and on behalf of Vedanta Resources Limited
and its aforementioned subsidiaries**

Surneet
Kaur

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Surneet Kaur
Date: 2026.05.15
15:07:36 +05'30'

Authorised Signatory

Encl.: a/a

Disclosure by the Promoters to the Stock Exchanges and to the Target Company for encumbrance of shares/invocation of encumbrance/release of encumbrance, in terms of Regulations 31(1) and 31(2) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011													
Name of the Target Company (TC)													
Names of the stock exchanges where the shares of the target company are listed													
Date of reporting													
Names of the promoters or PAC on whose shares encumbrance has been created/ released/invoked													
Details of the creation of encumbrance:													
Name of the promoter(s) or PACs with him*	Promoter holding in the target company (1)		Promoter holding already encumbered (2)		Details of events pertaining to encumbrance (3)							Post event holding of encumbered shares	
	Number	% of total share capital	Number	% of total share capital	Type of event (creation/ release/ invocation)	Date of creation/ release/ invocation of encumbrance	Type of encumbrance (pledge/ lien/ non disposal undertaking/ others)	Reasons for encumbrance**	Number	% of share capital	Name of the entity in whose favour shares encumbered ***	Number	% of total share capital
Pravin Agarwal	1,000	0.00	Nil	Nil	-	-	-	-	-	-	-	-	-
Suman Dwania	87,696	0.00	Nil	Nil	-	-	-	-	-	-	-	-	-
Ankit Agarwal	36,300	0.00	Nil	Nil	-	-	-	-	-	-	-	-	-
Sakshi Mody	18,000	0.00	Nil	Nil	-	-	-	-	-	-	-	-	-
Anil Agarwal	-	-	-	-	-	-	-	-	-	-	-	-	-
Navin Agarwal	-	-	-	-	-	-	-	-	-	-	-	-	-
Kiran Agarwal	-	-	-	-	-	-	-	-	-	-	-	-	-
Priya Agarwal	-	-	-	-	-	-	-	-	-	-	-	-	-
Pratik Agarwal	-	-	-	-	-	-	-	-	-	-	-	-	-
Hare Krishna Private Limited	-	-	-	-	-	-	-	-	-	-	-	-	-
Vedanta Resources Limited, UK	-	-	-	-	-	-	-	-	-	-	-	-	-
Finsider International Company Limited	-	-	-	-	-	-	-	-	-	-	-	-	-

Vedanta Limited

BSE Limited and National Stock Exchange of India Limited

15 May 2026

1. TWIN STAR HOLDINGS LTD
2. WELTER TRADING LIMITED
3. VEDANTA HOLDINGS MAURITIUS LIMITED
4. VEDANTA HOLDINGS MAURITIUS II LIMITED
5. VEDANTA NETHERLANDS INVESTMENTS B.V.

Notes:

Note 1:

We refer to our previous disclosure dated 02 February 2026 (as revised on 16 February 2026) made by Vedanta Resources Limited (“VRL” or “Borrower”) in relation to creation of encumbrance (as defined under Chapter V of the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 (“Takeover Regulations”) over the equity shares of Vedanta Limited (“VEDL”) held by its direct and indirect subsidiaries 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 (“VNBIV”) 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).

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As on date of this disclosure, (A) following are the present lenders: (i) DB International (Asia) Limited; (ii) 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 Facility Agreement) including TSHL, VHMLII and Welter or any Material Subsidiary (as defined under the Facility Agreement); (ii) the Obligors (as defined under the Facility Agreement) including TSHL, VHMLII and Welter 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; (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 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.

For completeness, it is clarified that no pledge has been created by VRL or its subsidiaries over the equity shares of VEDL in relation to the Facilities as on the date of this disclosure.

Note 2:

The details specified under ‘Post event holding of encumbered shares’ are same as the details specified under ‘Promoter holding already encumbered’. This is on account of encumbrances already subsisting on the shareholding of the five promoter and promoter group entities of VEDL in accordance with the provisions of the previous facility(es) agreement entered into by VRL and / or its subsidiaries for which disclosures have been filed from time to time. Such encumbrances have been created due to the nature of the conditions and/or arrangements mentioned in such facility agreements.

**Signature of the Authorized Signatory
For and on behalf of Vedanta Resources Limited
and its aforementioned subsidiaries**

Surneet Kaur
Digitally signed by
Surneet Kaur
Date: 2026.05.15
15:06:34+05'30'

Date: 15 May 2026

*The names of all the promoters, their shareholding in the target company and their pledged shareholding as on the reporting date should appear in the table irrespective of whether they are reporting on the date of event or not.
** For example, for the purpose of collateral for loans taken by the company, personal borrowing, third party pledge, etc.
***This would include name of both the lender and the trustee who may hold shares directly or on behalf of the lender.