

Date: May 14, 2024

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: <u>takeover@nse.co.in</u>

Yashad Bhawan, Yashadgarh Udaipur, Rajasthan – 313 004 **E-mail:** <u>hzl.secretarial@vedanta.co.in</u>

Dear Sir/ Madam,

Hindustan Zinc Limited

Subject: Disclosure under Regulation 31 of the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 ("Takeover Regulations")

This disclosure is being made by Vedanta Limited (the "**Company**") in relation to creation of encumbrance over the equity shares of Hindustan Zinc Limited ("**HZL**"), a subsidiary of the Company.

A wholly-owned subsidiary of the Company has raised Non-Convertible Debentures ("Debentures") pursuant to a debenture trust deed dated May 10, 2024 ("Debenture Trust Deed").

Pursuant to the terms of the Debenture Trust Deed, the Company is required to hold at least directly or indirectly 50.1% of the entire issued share capital of or voting rights in HZL and directly or indirectly control HZL. The Company is also restricted from creating any security over or disposing 50.1% of the entire issued share capital of or voting rights in HZL. Given the nature of the provisions of the Debenture Trust Deed, the conditions mentioned fall within the definition of the term "encumbrance" as provided under the Takeover Regulations.

Further, the Company has created pledge over 4,27,90,960 equity shares of HZL (representing 1.01% of listed capital of HZL). The pledge has been created by the Company in favour of Axis Trustee Services Limited through depository system on May 14, 2024, hence separate disclosure under Regulation 31(1) of Takeover Regulations is not being filed for creation of pledge by the Company pursuant to the proviso mentioned under Regulation 31(1) of the Takeover Regulations.

The enclosed disclosure is being made under Securities and Exchange Board of India's ("**SEBI**") Master circular dated February 16, 2023 bearing reference no. SEBI / HO / CFD / PoD-1 / P / CIR / 2023 / 31.

Kindly take the above on record.

Thanking you Yours faithfully For and on behalf of **Vedanta Limited**

Prerna Halwasiya Company Secretary & Compliance Officer

VEDANTA LIMITED

REGISTERED OFFICE: Vedanta Limited, 1st Floor, 'C' wing, Unit 103, Corporate Avenue, Atul Projects, Chakala, Andheri (East), Mumbai – 400093, Maharashtra, India | T +91 22 6643 4500 | F +91 22 6643 4530 Email: comp.sect@vedanta.co.in | Website: www.vedantalimited.com

ANNEXURE – 1

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)							Hindustan Zinc Limited							
Names of the stock exchanges where the shares of the target company are listed							BSE Limited and	National Stock Exc	hange of India Lir	nited				
Date of reporting							May 14, 2024		-					
Names of the promoters or PAC on whose shares encumbrance has been created/released/						VEDANTA LIMIT	Shares and Takeovers) Regulations, 2011 an Zinc Limited ted and National Stock Exchange of India Limited 2024							
invoked														
Details of the	creation of encur	nbrance:												
Name of	Promoter hold	ing in	Promoter ho	lding			Details of even	ts pertaining to end	umbrance (3)			Post event	holding of	
the	the target com	arget company already encumbered										encumbered shares {creation		
promoter(s)	(1)		(2)					on of Shares and Takeovers) Regulations, 2011 Industan Zinc Limited SE Limited and National Stock Exchange of India Limited ay 14, 2024 EDANTA LIMITED etails of events pertaining to encumbrance (3) Type of ncumbrance encumbrance** % of share entity in whose favour shares encumbrance favour shares encumbrance others. Please refer to please refer to below. 2,116,884,819 50.10 Axis Trustee Services Limited (Reference)				[(2)+(3)] / release [(2)-(3)] /-		
or PACs		-						-	-			invocation [(1)-(3)]}		
with him*	Number	% of	Number	% of	Type of	Date of	Type of	Reasons for	Number	% of	Name of the	Number	% of total	
		total		total	event	creation /	encumbrance	encumbrance**		share	entity in		share capital	
		share		share	(creation /	release/	(pledge/ lien/			capital	whose			
		capital		capital	release /	invocation of	non disposal				favour			
					invocation)	encumbrance	undertaking/				shares			
						others) encumbered								

Vedanta	2,74,31,54,310	64.92	2,697,920,004	63.85	Creation	May 10,	Others.	Please refer to	2,116,884,819	50.10	Axis Trustee	2,740,710,964	64.86	
Limited						2024	(Please refer	the <u>Note 1</u>			Services	(Refer <u>Note 2</u>)	(Refer <u>Note 2</u>)	
							to the Note 1	below.			Limited (Refer			
							below)				<u>Note 1</u>)			
Total	2,74,31,54,310	64.92	2,697,920,004	63.85	-	-	-	-	2,116,884,819	50.10	-	2,740,710,964	64.86	

Note 1:

This disclosure is being made by Vedanta Limited (the "**Company**") in relation to creation of encumbrance over the equity shares of Hindustan Zinc Limited ("**HZL**"), a subsidiary of the Company.

A wholly-owned subsidiary of the Company has raised Non-Convertible Debentures ("Debentures") pursuant to a debenture trust deed dated May 10, 2024 ("Debenture Trust Deed").

Pursuant to the terms of the Debenture Trust Deed, the Company is required to hold at least directly or indirectly 50.1% of the entire issued share capital of or voting rights in HZL and directly or indirectly control HZL. The Company is also restricted from creating any security over or disposing 50.1% of the entire issued share capital or voting rights in HZL. Given the nature of the provisions of the Debenture Trust Deed, the conditions mentioned fall within the definition of the term "encumbrance" as provided under the Takeover Regulations.

Further, the Company has created a pledge over 4,27,90,960 equity shares of HZL (representing 1.01% of listed capital of HZL). The pledge has been created by the Company in favour of Axis Trustee Services Limited through depository system on May 14, 2024, hence separate disclosure under Regulation 31(1) of Takeover Regulations is not being filed for creation of pledge by the Company pursuant to the proviso mentioned under Regulation 31(1) of the Takeover Regulations.

The enclosed disclosure is being made under Securities and Exchange Board of India's ("**SEBI**") Master circular dated February 16, 2023 bearing reference no. SEBI / HO / CFD / PoD-1 / P / CIR / 2023 / 31.

Note 2:

The details specified under 'Post event holding of encumbered shares' includes 'Promoter holding already encumbered' plus pledge of 1.01% created on May 14, 2024 through depository. Since the 50.10% encumbrance created above is only due to covenants mentioned in Debenture Trust Deed, hence they have not been added separately under 'Post event holding of encumbered shares'.

Signature of the Authorized Signatory For and on behalf of Vedanta Limited

Place: New Delhi Date: May 14, 2024

*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.

ANNEXURE - II

Format for disclosure of reasons for encumbrance

(In addition to Annexure - I prescribed by way of circular dated August 05, 2015)

Name of listed company	Hindustan Zinc Limited
Name of the recognised stock exchanges where the shares of the company are listed	BSE Limited and National Stock Exchange of India Limited
Name of the promoter(s) / PACs whose shares have been encumbered	Vedanta Limited
Total promoter shareholding in the listed company	No. of shares: 2,74,31,54,310 % of total share capital: 64.92%
Encumbered shares as a % of promoter shareholding	99.91% (This represents aggregate of Encumbrance 1 to 9)
Whether encumbered share is 50% or more of promoter shareholding	YES /NO
Whether encumbered share is 20% or more of total share capital	YES / NO

DETAILS OF ALL THE EXISTING EVENTS/ AGREEMENTS PERTAINING TO ENCUMBRANCE

-		r							
		Encumbrance 1	Encumbrance 2	Encumbrance 3	Encumbrance 4	Encumbrance 5	Encumbrance 6	Encumbrance 7	Encumbrance 8 and 9
		(Date of creation	(Date of creation	(Date of creation	(Date of creation of	(Date of creation	(Date of creation of	(Date of creation of	(Date of creation of
		of encumbrance:	of encumbrance:	of encumbrance:	encumbrance: April	of encumbrance:	encumbrance: May	encumbrance: May 22,	encumbrance: May 10,
		March 30, 2022)	May 23, 2022)	December 5,	17, 2023)	April 28, 2023)	22, 2023) (Date of	2023	2024 and May 14, 2024)
				2022)			Agency Transfer: July	Date of release of	
							28, 2023)	encumbrance: August 21,	
								2023	
								Date of re-creation of	
								encumbrance: August 22,	
								2023)	
Type of e	ncumbrance (pledge,	Pledge ⁽¹⁾	Non-Disposal	Pledge ⁽¹⁾	Pledge	Pledge	Refer earlier	Pledge	Pledge ⁽²⁾ and refer Note 2
lien, negat	ive lien, non-disposal		Undertaking				disclosures dated		
undertaking	g etc. or any other						May 24, 2023 and		
covenant,	transaction, condition						August 1, 2023		
or arranger	nent in the nature of								
encumbran	ce)								
No. and % c	of shares encumbered	No. of shares:	No. of shares:	No. of shares:	No. of shares:	No. of shares:	No. of shares:	No. of shares:	No. of shares (pledge):
		24,36,09,285	2,11,68,84,819	4,22,53,190	10,32,37,916	8,05,38,415	2,11,68,84,819	13,94,35,527	4,27,90,960
		% of total share	% of total share	% of total share	% of total share	% of total share	% of total share	% of total share capital:	% of total share capital:
		capital: 5.77%	capital: 50.10%	capital: 1%	capital: 2.44%	capital: 1.91%	capital: 50.10%	3.30%	1.01%
			•	•	•	•			No. of shares (refer Note 2):
									2,11,68,84,819
									% of total share capital:
									50.10%
Specific	Name of the entity in	SBICAP Trustee	SBICAP Trustee	SBICAP Trustee	Axis Trustee	Axis Trustee	Citicorp	Axis Trustee Services	Axis Trustee Services
details	whose favour shares	Company	Company	Company	Services Limited (as	Services Limited	International	Limited (as Onshore	Limited (as the Debenture
about the	encumbered (X)	Limited	Limited	Limited	Facility Agent)	(as Facility Agent)	Limited (as	Security Agent)	Trustee)
encumbra	()				, , ,	, , ,	successor Agent in		
nce							place of Hope XI		
							Investments Pte.		
							Ltd.)		
		1							

	Encumbrance 1	Encumbrance 2	Encumbrance 3	Encumbrance 4	Encumbrance 5	Encumbrance 6	Encumbrance 7	Encumbrance 8 and 9
	(Date of creation		(Date of creation	(Date of creation of	(Date of creation	(Date of creation of	(Date of creation of	(Date of creation of
	•	•	•	encumbrance: April	`	•	·	encumbrance: May 10,
	of encumbrance:		of encumbrance:	•	of encumbrance:	encumbrance: May	encumbrance: May 22,	
	March 30, 2022)	May 23, 2022)	December 5,	17, 2023)	April 28, 2023)	22, 2023) (Date of	2023	2024 and May 14, 2024)
			2022)			Agency Transfer: July	Date of release of	
						28, 2023)	encumbrance: August 21,	
							2023	
							Date of re-creation of	
							encumbrance: August 22,	
							2023)	
Whether the entity X	YES/ NO	YES/ NO	YES/ NO	YES/ NO	YES/ NO	YES/ NO	YES/ NO	YES/ NO
is a scheduled								
commercial bank,	Trusteeship	Trusteeship	Trusteeship	Trusteeship services	Trusteeship	Agency services	Trusteeship services	Trusteeship services
public financial	services	services	services		services			
institution, NBFC or								
housing finance								
company? If No,								
provide the nature of								
the business of the								
entity.								
Names of all other	Vedanta Limited	Vedanta	Vedanta	Vedanta Limited as	Vedanta Limited	Listed company	Listed company and its	Listed company and its
entities in the	as Borrower and	Limited as	Limited as	Borrower and Axis	as Borrower and	and its group	group companies (if any)	group companies (if any)
agreement	Union Bank of	Borrower and	Borrower and	Trustee Services	Axis Trustee	companies (if any)	group companies (ir any)	group companies (ir any)
agreement	India as Lender	Union Bank of	Union Bank of	Limited (as Facility	Services Limited	companies (ir arry)		Other entities (if any)-
		India as Lender	India as Lender	Agent)	(as Facility	Other entities (if	Other entities (if any)-	Vedanta Semiconductors
				Agenty	Agent)	any)-	Refer earlier disclosures	Private Limited as the
					Agenty	Refer earlier	dated August 24, 2023	issuer and Axis Trustee
						disclosures dated	ualeu August 24, 2025	Services Limited as the
						May 24, 2023 and		debenture trustee.
						August 1, 2023		debenture trustee.
Whether the	YES / NO	YES / NO	YES / NO	YES / NO	YES / NO	YES / NO	YES / NO	YES / NO
encumbrance is	If yes,	If yes,	If yes,	If yes,	If yes,	If yes,	If yes,	If yes,
relating to any debt		1. Name of the					1. Name of the issuer:	1. Name of the issuer:
instruments viz.	issuer:	issuer:	issuer:	issuer:	issuer:	issuer:	2. Details of the debt	Vedanta Semiconductors
debenture,				2. Details of the			instrument:	Private Limited, a wholly
commercial paper,	debt	debt	debt	debt instrument:	debt	debt instrument:	3. Whether the debt	owned subsidiary of the
		instrument:		3. Whether the	instrument:		instrument is listed on	
certificate of deposit	instrument: 3. Whether the		instrument:			3. Whether the debt instrument		Company (as defined
etc.? If yes, provide	debt	debt	3. Whether the debt	debt instrument is listed on stock	debt		stock exchanges?: 4. Credit Rating of the	below) 2 Datails of the debt
details about the							•	
instrument, including	instrument is				instrument is		debt instrument:	instrument:
credit rating	listed on			4. Credit Rating of			5. ISIN of the instrument:	10% secured unrated
	stock	stock	stock	the debt	•	the debt		unlisted redeemable
	exchanges?:	exchanges?:	exchanges?:	instrument:	4. Credit Rating			non-convertible
	-	4. Credit Rating	-					debentures of up to ₹
	of the debt			instrument:	instrument:	instrument:		2,500 crores
	instrument:	instrument:	instrument:		5. ISIN of the			3. Whether the debt
	5. ISIN of the	5. ISIN of the	5. ISIN of the		instrument:			instrument is listed on
	instrument:	instrument:	instrument:					stock exchanges?: No

Encumbrance 5 Encumbrance 5 Encumbrance 5 Encumbrance 6 Encumbrance 6 Encumbrance 6 Encumbrance 7 Encumbrance 6 Encumbra			1		1		1		r	
Image: state in the s			Encumbrance 1	Encumbrance 2		Encumbrance 4	Encumbrance 5	Encumbrance 6	Encumbrance 7	Encumbrance 8 and 9
Letter March 30, 2022) May 23, 2022) December 5, 2022) 17, 2023) April 26, 2023) 22, 2023) 22, 2023) 2024 and May 14, 2024) 2004 March 30, 2022) May 23, 2022) Date of hears of hear of hears of h				•		-		-	`	•
Image: Security Cover Value of shares on the dest of events of eve						-		-		-
Image: Security Value of shares on the Cover 80,000,000,000 11,000,000,000 N/A N/A N/A In relation to share relation to share picture with which shares End use of A/8 1.0 1.0 2.2 2.2 N/A N/A N/A N/A End use of A/8 1.0 1.0 2.2 2.2 N/A </td <td></td> <td></td> <td>March 30, 2022)</td> <td>May 23, 2022)</td> <td></td> <td>17, 2023)</td> <td>April 28, 2023)</td> <td></td> <td></td> <td>2024 and May 14, 2024)</td>			March 30, 2022)	May 23, 2022)		17, 2023)	April 28, 2023)			2024 and May 14, 2024)
Image: Security Value of shares on the date of event / Age: and the shares on the date of event / age: and the shares on the date of event / Asset 80,000,000,000 80,000,000,000 80,000,000,000 25,19,000,000 N/A N/A Image: Ambund in the shares of the shares on the date of event / age: and the shares on the date of event / Asset 80,000,000,000 80,000,000,000 80,000,000,000 33,000,000,000 25,19,000,000 N/A N/A Image: Ambund in relation to encumbrance through Debenture Trust Deed: NA Applicable in relation to Pledge: INR 18,75,000,215 NO NA N/A Image: Ambund in relation to Pledge: INR 18,75,000,216 No End use of monety biology of the been immore promotes and promotes and promot					2022)			Agency Transfer: July		
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Image: Security Cover Value of shares on the date of event / Assist Cover 80,000,000,000									2023	
									Date of re-creation of	
Image: Security Value of shares on the source of the dest Security Value of shares on the source of the dest Security Value of shares on the source of the dest Security Value of shares on the source of the dest Security Value of shares on the source of the dest Security Value of shares on the source of the dest Security Value of shares on the source of the dest Security Value of shares on the source of the dest Security Value of shares on the source of the dest Security N/A N/A In relation to pedge: INR stars of the dest Security Security Security Security Security Security Security N/A N/A In relation to pedge: INR stars of the dest Cover Amount involved (agains which shares have been encombered) (INR shares calculated as per the dest) Source of shares calculated as per the source of the dest Source of A / B I.0 I.0<									encumbrance: August 22,	
Image: security of the particular of shares on the date of event / asset Cover / asset Cove									2023)	
Image: security of the shares on the structure in the shares on the share on the shares on the share on the share on the share on the share on the shares on the share on										4. Credit Rating of the debt
Image: ConstructionImage: Constru										instrument: Not
LearningLearnin										Applicable
Security Cover Value of shares on the Asset Cover 80,000,000,000 80,000,000,000 83,000,000,000 25,190,000,000 N/A N/A In relation to encumbrance through Debenture Trust Deed: Not Applicable Cover Amount involved (against which shares have been encumbered) (B) 80,000,000,000 80,000,000,000 15,000,000,000 11,000,000,000 N/A N/A In relation to Pledge: INR 18,75,000,022.16 Amount involved (against which shares encumbered) (B) 80,000,000,000 80,000,000,000 15,000,000,000 11,000,000,000 N/A N/A 25,00,000,000 End use of money Borrowed amount to be utilized for what purpose - (a) Personal use by promoters and PACS No										5. ISIN of the instrument:
Cover Agreement (A) Asset										INE0VB407010
Asset Cover agreement (A) Image: Second Sec	Security	Value of shares on the	80,000,000,000	80,000,000,000	80,000,000,000	33,000,000,000	25,190,000,000	N/A	N/A	In relation to encumbrance
Cover Amount involved (against which shares have been encumbered (B) 80,000,000,000 80,000,000,000 15,000,000,000 11,000,000,000 N/A N/A 25,00,00,000,000 End use of money Borrowed amount to be utilized for what purpose – (a) Personal use by provide 1.0 1.0 2.2 2.29 N/A N/A 0.75 (in relation to share pledge) End use of money Borrowed amount to be utilized for what purpose – (a) Personal use by provide No	Cover /	date of event /								through Debenture Trust
Image: Provide and performing amount, purpose - (a) Perfose neric (b) Forth Evenftion for tuitization of amount, purpose of raising money by listed company, schedule etc. (c) Any other reason Base of performance of purpose - Purpose - Purpose - Purpose - Purpose - Company, schedule etc. No N	Asset	agreement (A)								Deed: Not Applicable
Image: heat of the set of the se	Cover									
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(against which shares have been encumbered) (B) Image: Comparison of the property of the propert										documents)
have been encumbered) (B) no			80,000,000,000	80,000,000,000	80,000,000,000	15,000,000,000	11,000,000,000	N/A	N/A	25,00,00,00,000
encumbered) (B) encumbered										
Ratio of A / B1.01.01.02.22.29N/AN/A0.75 (in relation to share pledge)End use of moneyBorrowed amount to be utilized for what purpose - (a) Personal use by promoters and PACsNoNoNoNoNo(b) For the benefit of listed company Provide details including amount, purpose of raising money by listed company, schedule for utilization of amount, repayment schedule etc. (c) Any other reasonNoNoNoNoNo(c) CAny other reasonPurpose -Purpose -Purpose -Purpose -Purpose -Purpose -In connection(c) Any other reasonPurpose -Purpose -Purpose -Purpose -Purpose -Purpose -Purpose -In connection(c) Any other reasonPurpose -Purpose -Purpose -Purpose -Purpose -Purpose -Purpose -In connection										
Image: Constraint of the period of the per										
End use of money Borrowed amount to be utilized for what purpose - (a) Personal use by promoters and PACs No		Ratio of A / B	1.0	1.0	1.0	2.2	2.29	N/A	N/A	-
money purpose - (a) Personal use by promoters and PACsNoNoNoNoNoNo(b) For the benefit of listed company Provide details including amount, purpose of raising money by listed company, schedule for utilization of amount, repayment schedule etc. (c) Any other reasonNoNoNoNoNoPurpose -Purpose -Purpose -Purpose -Purpose -Purpose -Purpose -Purpose -In purpose - <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>pledge)</td>										pledge)
purpose - (a) Personal use by promoters and PACs No										
(a) Personal use by promoters and PACsNo <td>money</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>	money									
promoters and PACs (b) For the benefit of listed company Provide details including amount, purpose of raising money by listed company, schedule for utilization of amount, repayment schedule etc. (c) Any other reason Purpose - Purpose - Purpose - Purpose - General Purpose - Long- Purpose - in Purpose - in connection Purpose - in connection										
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(b) For the benefit of listed company Provide details including amount, purpose of raising money by listed company, schedule for utilization of amount, repayment schedule etc. (c) Any other reasonNoNoNoNoNoNoPurpose -Purpose -Purpose -Purpose -Purpose -Purpose -Inclusion -NoNoNoNoPurpose -Purpose -Purpose -Purpose -Purpose -Purpose -Purpose -InclusionNoNoNoNoPurpose -Purpose -Purpose -Purpose -Purpose -Purpose -InclusionNoNoNoNoPurpose -Purpose -Purpose -Purpose -Purpose -Purpose -InclusionNoNoNoNoPurpose -Purpose -Purpose -Purpose -Purpose -Purpose -InclusionPurpose -InclusionPurpose -InclusionPurpose -Purpose -Purpose -Purpose -Purpose -Purpose -InclusionPurpose -InclusionPurpose -Purpose -Purpose -Purpose -Purpose -Purpose -InclusionPurpose -InclusionPurpose -Purpose -Purpose -Purpose -Purpose -InclusionPurpose -InclusionPurpose -Purpose -Purpose -Purpose -Purpose -InclusionPurpose -InclusionPurpose -Purpose -Purpose -Purpose -Purpose -InclusionPurpose - </td <td></td>										
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Provide details including amount, purpose of raising money by listed company, schedule for utilization of amount, repayment schedule etc. Image: Company of the company of		(b) For the benefit of	No	No	No	No	No	No	No	No
including amount, purpose of raising money by listed company, schedule for utilization of amount, repayment schedule etc. (c) Any other reason Purpose - Purpose - Purpose - Purpose - General Purpose - Long- Purpose - in Purpose - in connection Purpose - in connection		listed company								
purpose of raising money by listed company, schedule for utilization of amount, repayment schedule etc. (c) Any other reason Purpose - In connection										
money by listed company, schedule for utilization of amount, repayment schedule etc. (c) Any other reason Purpose - Purpose - Purpose - Purpose - Purpose - Purpose - In Purpose - <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td> </td>										
company, schedule for utilization of amount, repayment schedule etc. (c) Any other reasonPurpose -Purpose -Purpose -Purpose -Image: Purpose -Purpose -Image: Purpose -I										
for utilization of amount, repayment schedule etc. (c) Any other reason Purpose - Purpose - Purpose - Purpose - Purpose - In Purpose										
amount, repayment schedule etc. (c) Any other reason Purpose – Purpose – Purpose – Purpose – General Purpose – Long- Purpose – in Purpose – in connection Purpose – in connection										
schedule etc. (c) Any other reason Purpose – Purpose – Purpose – Purpose – General Purpose – Long- Purpose – in Purpose – in connection Purpose – in connection		for utilization of								
(c) Any other reason Purpose – Purpose – Purpose – Purpose – Purpose – General Purpose – Long- Purpose – in Purpose – in connection Purpose – in connection										
(please specify) Takeover of Takeover of Takeover of business purposes term working connection with with facility agreement with the debenture trust		(c) Any other reason	Purpose –	Purpose –		-	Purpose – Long-			
		(please specify)	Takeover of	Takeover of	Takeover of	business purposes	term working	connection with	with facility agreement	with the debenture trust

Encumbrance 1	Encumbrance 2	Encumbrance 3	Encumbrance 4	Encumbrance 5	Encumbrance 6	Encumbrance 7	Encumbrance 8 and 9
(Date of creation	(Date of creation	(Date of creation	(Date of creation of	(Date of creation	(Date of creation of	(Date of creation of	(Date of creation of
of encumbrance:	of encumbrance:	of encumbrance:	encumbrance: April	of encumbrance:	encumbrance: May	encumbrance: May 22,	encumbrance: May 10,
March 30, 2022)	May 23, 2022)	December 5,	17, 2023)	April 28, 2023)	22, 2023) (Date of	2023	2024 and May 14, 2024)
		2022)			Agency Transfer: July	Date of release of	
					28, 2023)	encumbrance: August 21,	
						2023	
						Date of re-creation of	
						encumbrance: August 22,	
						2023)	
existing	existing	existing	including repayment	capital of the	facility agreement	dated May 22, 2023, as	deed dated May 10, 2024.
syndicated term	syndicated term	syndicated term	of existing debt,	Borrower and	dated May 22, 2023,	amended from time to	
loan facility of	loan facility of	loan facility of	capital expenditures	fees, costs and	as amended from	time.	
Rs.10000 Cr	Rs.10000 Cr	Rs.10000 Cr	and operating	expenses relating	time to time and		
			expenses	to the Facility	subsequent Agency		
					Transfer dated July		
					28, 2023.		

Note:

(1) Pledge on 2,80,39,148 shares (0.66%) were released on September 12, 2023 for the facility availed from Union Bank of India. Since the pledge was released through depository system, hence separate disclosure under Regulation 31(2) of Takeover Regulations was not required to be filed by the Company pursuant to the proviso mentioned under Regulation 31(2) of the Takeover Regulations.

(2) This disclosure is being made by Vedanta Limited (the "Company") in relation to creation of encumbrance over the equity shares of Hindustan Zinc Limited ("HZL"), a subsidiary of the Company. A wholly-owned subsidiary of the Company has raised Non-Convertible Debentures ("Debentures") pursuant to a debenture trust deed dated May 10, 2024 ("Debenture Trust Deed"). Pursuant to the terms of the Debenture Trust Deed, the Company is required to hold at least directly or indirectly 50.1% of the entire issued share capital of or voting rights in HZL and directly or indirectly control HZL. The Company is also restricted from creating any security over or disposing 50.1% of the entire issued share capital or voting rights in HZL. Given the nature of the provisions of the Debenture Trust Deed, the conditions mentioned fall within the definition of the term "encumbrance" as provided under the Takeover Regulations.

Further, the Company has created a pledge over 4,27,90,960 equity shares of HZL (representing 1.01% of listed capital of HZL). The pledge has been created by the Company in favour of Axis Trustee Services Limited through depository system on May 14, 2024, hence separate disclosure under Regulation 31(1) of Takeover Regulations is not being filed for creation of pledge by the Company pursuant to the proviso mentioned under Regulation 31(1) of the Takeover Regulations.

The enclosed disclosure is being made under Securities and Exchange Board of India's ("SEBI") Master circular dated February 16, 2023 bearing reference no. SEBI / HO / CFD / PoD-1 / P / CIR / 2023 / 31.

Kindly take the above on record.

Signature of the Authorized Signatory For and on behalf of Vedanta Limited

Place: New Delhi

Date: May 14, 2024