

October 15, 2024

VEDL/Sec./SE/24-25/183

BSE Limited  
Phiroze Jeejeebhoy Towers  
Dalal Street, Fort  
Mumbai - 400 001

National Stock Exchange of India Limited  
"Exchange Plaza" Plot No C/1, G Block  
Bandra Kurla Complex, Bandra (East)  
Mumbai- 400051

**Scrip Code: 500295**

**Trading Symbol: VEDL**

**Sub: Intimation under Regulations 30 and 30A of SEBI (Listing Obligations and Disclosure Requirements) Regulations 2015 ("LODR") read with Clause 5A, Para A, Part A, Schedule III of the LODR**

Dear Sir/Ma'am

This is to inform that Vedanta Limited received an intimation under Regulation 30A of the LODR read with Clause 5A, Para A, Part A, Schedule III of the LODR from Vedanta Resources Limited (as the promoter group entity of Vedanta Limited) on October 14, 2024 at 06:50 PM (IST). ("**30A Intimation**").

The information required to be disclosed by Vedanta Limited pursuant to its obligations under Regulations 30 and 30A of the LODR read with Clause 5A, Para A, Part A, Schedule III of the LODR, subsequent to the receipt of the 30A Intimation, is enclosed herewith as **Annexure A**.

We request you to kindly take the above information on record.

Thanking you.

Yours sincerely,  
For **Vedanta Limited**

**Prerna Halwasiya**  
**Company Secretary & Compliance Officer**

## **VEDANTA LIMITED**

**REGISTERED OFFICE:** Vedanta Limited, 1<sup>st</sup> 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](mailto:comp.sect@vedanta.co.in) | Website: [www.vedantalimited.com](http://www.vedantalimited.com)

CIN: L132O9MH1965PLC291394

**ANNEXURE A**

Disclosure under Regulations 30 and 30A of the LODR read with Clause 5A, Para A, Part A, Schedule III of the LODR and the circular no. SEBI/ HO/ CFD/ CFD-PoD-1/ P/ CIR/ 2023/ 123 issued by SEBI on July 13, 2023

#	Particulars	Details																		
a)	If the listed entity is a party to the agreement: i. Details of the counterparties (including name and relationship with the listed entity)	Vedanta Limited is not a party to the facility agreement dated 10 October 2024 (“ <b>Facility Agreement</b> ”). Therefore, not applicable.  It is further clarified that the restrictions (as set out in paragraph (g) below) are effective and applicable from the first Utilisation Date (as defined under the terms of the Facility Agreement).																		
b)	If listed entity is not a party to the agreement: i. Name of the party entering into such an agreement and the relationship with the listed entity ii. Details of the counterparties to the agreement (including name and relationship with the listed entity)	<p>The following entities are party to the Facility Agreement:</p> <table border="1"> <thead> <tr> <th>Name of the Party</th> <th>Relationship with Vedanta Limited</th> </tr> </thead> <tbody> <tr> <td colspan="2"><b>Borrower</b></td> </tr> <tr> <td>Vedanta Resources Limited</td> <td>It is a related party of Vedanta Limited.  It is classified as a member of the promoter group of Vedanta Limited, with no direct shareholding in Vedanta Limited.</td> </tr> <tr> <td colspan="2"><b>Arranger</b></td> </tr> <tr> <td>Standard Chartered Bank (Singapore) Limited</td> <td>It is not a related party of or related to Vedanta Limited.</td> </tr> <tr> <td colspan="2"><b>Agent</b></td> </tr> <tr> <td>Standard Chartered Bank (Singapore) Limited</td> <td>It is not a related party of or related to Vedanta Limited.</td> </tr> <tr> <td colspan="2"><b>Lenders</b></td> </tr> <tr> <td>Standard Chartered Bank (Singapore) Limited</td> <td>It is not related party of or related to Vedanta Limited.</td> </tr> </tbody> </table>	Name of the Party	Relationship with Vedanta Limited	<b>Borrower</b>		Vedanta Resources Limited	It is a related party of Vedanta Limited.  It is classified as a member of the promoter group of Vedanta Limited, with no direct shareholding in Vedanta Limited.	<b>Arranger</b>		Standard Chartered Bank (Singapore) Limited	It is not a related party of or related to Vedanta Limited.	<b>Agent</b>		Standard Chartered Bank (Singapore) Limited	It is not a related party of or related to Vedanta Limited.	<b>Lenders</b>		Standard Chartered Bank (Singapore) Limited	It is not related party of or related to Vedanta Limited.
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#	Particulars	Details
	iii. Date of entering into the agreement	The Facility Agreement was entered into on 10 October 2024. The restrictions (as set out in paragraph (g) below) are effective and applicable from the first Utilisation Date (as defined under the terms of the Facility Agreement).
c)	Purpose of entering into the agreement	The Facility Agreement has been entered into for the purpose of funding the cashflow requirements of the VRL Group (as defined in the Facility Agreement) and transaction expenses contemplated under the Facility Agreement, in accordance with the terms contained under the Facility Agreement.
d)	Shareholding, if any, in the entity with whom the agreement is executed	Vedanta Limited does not have any shareholding in any of the entities that are party to the Facility Agreement.
e)	Significant terms of the agreement (in brief)	The Facility Agreement has been entered into for an amount of USD 125 million. The details of the parties to the Facility Agreement (including the 'Borrower', and 'Lenders') are as set out in paragraph (b) above.  The Facility Agreement provides for standard representations (such as necessary power and authority to execute and undertake actions as required, non-conflict with other obligations, etc.), warranties, covenants (including affirmative covenants, negative covenants and information covenants) which the Borrower has agreed in order to provide protection to the Lenders.  Customary to a transaction of such a nature, the Facility Agreement includes standard events of default such as non-payment, insolvency and insolvency proceedings, unlawfulness and unenforceability, etc.
f)	Extent and the nature of impact on management or control of the listed entity	No direct impact on the management or control of Vedanta Limited.  Encumbrances have been created over the shares of Vedanta Limited, in terms of the Facility Agreement and related finance documents, and such encumbrance(s) have been disclosed in the form and

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#	Particulars	Details
		<p>manner specified under the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, as amended from time to time (“Takeover Regulations”).</p> <p><b><u>Disclosures submitted / to be submitted pursuant to the Facility Agreement as on date under the Takeover Regulations:</u></b> The required disclosures under Regulation 29(1) of the Takeover Regulations and under Regulation 31 of the Takeover Regulations made / to be made pursuant to the Facility Agreement, have been made / shall be made, in accordance with the timelines prescribed under Applicable Law.</p>
g)	Details and quantification of the restriction or liability imposed upon the listed entity	<p>No liabilities have been imposed on the listed entity.</p> <p>The quantification of the restrictions imposed on Vedanta Limited by way of the Facility Agreement is not ascertainable as they are in the nature of covenants.</p> <p>Pursuant to the terms of the Facility Agreement, the Borrower has agreed to ensure in its capacity as the member of the promoter group of Vedanta Limited, that Vedanta Limited shall not undertake the following actions / activities unless permitted within the parameters of the Facility Agreement and / or with the consent of the requisite Lenders: (i) (subject to the carve-outs specified under the Facility Agreement) the creation of security over assets of Vedanta Limited; (ii) (subject to the carve-outs specified under the Facility Agreement) the sale, transfer and disposal of assets of Vedanta Limited which are not in the ordinary course; (iii) investment in or acquisition of material assets / business / shares by Vedanta Limited in each case, which are assets / businesses not associated with mining, metals, coal, oil and gas exploration and/or production, infrastructure, power or energy industries; (iv) (subject to the carve-outs specified under the Facility Agreement) any merger of Vedanta Limited; (v) amendment of the constitutional documents such</p>

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#	Particulars	Details
		that it affects the rights of the Lenders or has a material adverse effect under the Facility Agreement; (vi) (subject to the provisions of the Facility Agreement) creation of a restriction on distributions; and (vii) (subject to the provisions of the Facility Agreement) grant of a loan to or guarantee of any indebtedness of the promoter or any affiliate.
h)	Whether, the said parties are related to promoter / promoter group / group companies in any manner. If yes, nature of relationship	Please refer to our response to paragraphs (b)(i) and (b)(ii) above.
i)	Whether the transaction would fall within related party transactions? If yes, whether the same is done at “arm’s length”	No. The Facility Agreement does not classify as a related party transaction under the LODR for Vedanta Limited.
j)	In case of issuance of shares to the parties, details of issue price, class of shares issued	Not applicable.
k)	Any other disclosures related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc.	Not applicable.
l)	In case of rescission, amendment or alteration, listed entity shall disclose additional details to the stock exchange(s): i. name of parties to the agreement; ii. nature of the agreement; iii. date of execution of the agreement; iv. details and reasons for amendment or alteration and impact thereof (including impact on management or control and on the restriction or liability quantified earlier); v. reasons for rescission and impact thereof (including impact on management or control and on the restriction or liability quantified earlier).	Not applicable.

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