Date: July 22, 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 Power Limited (Formerly known as Talwandi Sabo Power Limited)
C-103, Atul Projects, Corporate Avenue,
New Link Road, Chakala, Andheri (E),
Chakala MIDC, Mumbai, Maharashtra
India – 400 093
E-mail: vpl.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").

This disclosure is being made by Vedanta Resources Limited ("**VRL**") 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 Power Limited ("**VPL**") 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 B.V ("**VNIBV**") in terms of the facility agreement dated July 20, 2026 for a total maximum commitment aggregating US$ 2,250,000,000 executed inter alios, amongst TSHL (as the borrower), VRL, VHMLII and Welter (as the guarantors), Barclays Bank PLC, Citigroup Global Markets Asia Limited, DB International (Asia) Limited, First Abu Dhabi Bank PJSC, First Abu Dhabi Bank PJSC, Gift City Branch, J.P. Morgan Securities (Asia Pacific) Limited, Mashreq Bank PSC, IFSC Banking Unit, Gift City Branch, Standard Chartered Bank and Sumitomo Mitsui Banking Corporation Singapore Branch (as the arrangers), Barclays Bank PLC, Citibank, N.A., Hong Kong Branch, DB International (Asia) Limited, First Abu Dhabi Bank PJSC, First Abu Dhabi Bank PJSC, Gift City Branch, JP Morgan Chase Bank, N.A., London Branch, Mashreq Bank PSC, IFSC Banking Unit, Gift City Branch, Standard Chartered Bank, Standard Chartered Bank (Mauritius) Limited and Sumitomo Mitsui Banking Corporation Singapore Branch (as the original lenders) and GLAS Agency (Hong Kong) Limited (as the agent and the security agent) ("**Facility Agreement**").

Pursuant to the Facility Agreement, inter alia: (i) no Obligor (which includes TSHL, VRL, VHMLII and Welter) shall create or permit to subsist any security or quasi security over the shares of VPL; (ii) No member of VRL group (VRL and its (direct and indirect) subsidiaries) shall create or permit to subsist any security or quasi-security over the shares owned by them (directly or indirectly) in an Obligor which owns shares in VPL; (iii) if and when VPL becomes a Material Subsidiary of VRL, the VRL group is required to continue to control over VPL or, continue to own, directly or indirectly, at least 50.1% of the issued equity share capital of VPL; (collectively, the "**Encumbrances**").

Given the nature of conditions and/or arrangements under the 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 VPL in relation to the Facility Agreement. As on the date of this disclosure, the commitment of the original lenders is US$ 1,545,000,000 with increase commitment of up to US$ 705,000,000 available from one or more increase lender executing an increase lender accession agreement under the terms of the Facility Agreement. This disclosure is in relation to the total maximum commitments of US$ 2,250,000,000, inclusive of increase mechanism under the Facility Agreement.

The enclosed disclosure is being made under Regulation 31 read with Securities and Exchange Board of India's Master circular dated February 16, 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

Digitally signed by Surneet Kaur
Date: 2026.07.22 17:00:34 +05'30'

Authorised Signatory

Encl.: a/a

ANNEXURE – 1

<u>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</u>	
Name of the Target Company (TC)	Vedanta Power Limited
Names of the stock exchanges where the shares of the target company are listed	BSE Limited and National Stock Exchange of India Limited
Date of reporting	July 22, 2026
Names of the promoters or PAC on whose shares encumbrance has been created~~/ released/ invoked~~	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.
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 {creation [(2)+(3)]~~/release [(2)-(3)]/invocation [(1)-(3)]~~}**	
	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 Didwania	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 Packaging Private Limited	-	-	-	-	-	-	-	-	-	-	-	-	-
Vedanta Resources Limited, UK	-	-	-	-	-	-	-	-	-	-	-	-	-
Finsider International Company Limited	-	-	-	-	-	-	-	-	-	-	-	-	-

Twin Star Holdings Ltd.	1,564,805,858	40.02	1,564,805,858	40.02	Creation of encumbrance	July 20, 2026 (date of execution of the Facility Agreement) (Please refer to **Note** 1 below)	Others (Please refer to the **Note** 1 below)	Please refer to the **Note** 1 below	1,564,805,858 (Please refer to the **Note** 1 below)	40.02	GLAS Agency (Hong Kong) Limited, acting for the benefit of the Lenders under the Facility Agreement (Please refer to the **Note** 1 below)	**1,564,805,858**	**40.02**
Welter Trading Limited	38,241,056	0.98	38,241,056	0.98					38,241,056 (Please refer to the **Note** 1 below)	0.98		**38,241,056**	**0.98**
Vedanta Holdings Mauritius Limited	107,342,705	2.75	107,342,705	2.75					107,342,705 (Please refer to the **Note** 1 below)	2.75		**107,342,705**	**2.75**
Vedanta Holdings Mauritius II Limited	492,820,420	12.60	492,820,420	12.60					492,820,420 (Please refer to the **Note** 1 below)	12.60		**492,820,420**	**12.60**
Vedanta Netherlands Investments B.V.	1,514,714	0.04	1,514,714	0.04					1,514,714 (Please refer to the **Note** 1 below)	0.04		**1,514,714**	**0.04**
Vedanta UK Investments Limited	-	-	-	-	-	-	-	-	-	-	-	-	-
Westglobe Limited	-	-	-	-	-	-	-	-	-	-	-	-	-
Richter Holding Limited, Cyprus	-	-	-	-	-	-	-	-	-	-	-	-	-
Vedanta Resources Cyprus Limited (VRCL, Cyprus)	-	-	-	-	-	-	-	-	-	-	-	-	-
Vedanta Resources Holdings Limited (VRHL, UK)	-	-	-	-	-	-	-	-	-	-	-	-	-
Vedanta Finance UK limited (VFUL)	-	-	-	-	-	-	-	-	-	-	-	-	-
Vedanta Holdings Jersey Limited	-	-	-	-	-	-	-	-	-	-	-	-	-
Volcan Investments Cyprus Limited	-	-	-	-	-	-	-	-	-	-	-	-	-
Vedanta Resources Finance Limited	-	-	-	-	-	-	-	-	-	-	-	-	-
Vedanta Resources Finance II PLC	-	-	-	-	-	-	-	-	-	-	-	-	-
Anil Agarwal Discretionary Trust	-	-	-	-	-	-	-	-	-	-	-	-	-
Conclave PTC Limited	-	-	-	-	-	-	-	-	-	-	-	-	-
Vedanta Incorporated (formerly Volcan Investments Limited)	-	-	-	-	-	-	-	-	-	-	-	-	-
Total (Refer to Note 2)	**2,204,867,749**	**56.38**	**2,204,724,753**	**56.38**	**-**	**-**	**-**	**-**	**2,204,724,753**	**56.38**	**-**	**2,204,724,753**	**56.38**

Notes:

Note 1:

*This disclosure is being made by Vedanta Resources Limited ("**VRL**") 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 Power Limited ("**VPL**") 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 B.V. ("**VNIBV**") in terms of the facility agreement dated July 20, 2026 for a total maximum commitment aggregating US$ 2,250,000,000 executed inter alios, amongst TSHL (as the borrower), VRL, VHMLII and Welter (as the guarantors), Barclays Bank PLC, Citigroup Global Markets Asia Limited, DB International (Asia) Limited, First Abu Dhabi Bank PJSC, First Abu Dhabi Bank PJSC, Gift City Branch, J.P. Morgan Securities (Asia Pacific) Limited, Mashreq Bank PSC, IFSC Banking Unit, Gift City Branch, Standard Chartered Bank and Sumitomo Mitsui Banking Corporation Singapore Branch (as the arrangers), Barclays Bank PLC, Citibank, N.A., Hong Kong Branch, DB International (Asia) Limited, First Abu Dhabi Bank PJSC, First Abu Dhabi Bank PJSC, Gift City Branch, JP Morgan Chase Bank, N.A., London Branch, Mashreq Bank PSC, IFSC Banking Unit, Gift City Branch, Standard Chartered Bank, Standard Chartered Bank (Mauritius) Limited and Sumitomo Mitsui Banking Corporation Singapore Branch (as the original lenders) and GLAS Agency (Hong Kong) Limited (as the agent and the security agent) ("**Facility Agreement**").*

*Pursuant to the Facility Agreement, inter alia: (i) no Obligor (which includes TSHL, VRL, VHMLII and Welter) shall create or permit to subsist any security or quasi security over the shares of VPL; (ii) No member of VRL group (VRL and its (direct and indirect) subsidiaries) shall create or permit to subsist any security or quasi-security over the shares owned by them (directly or indirectly) in an Obligor which owns shares in VPL; (iii) if and when VPL becomes a Material Subsidiary of VRL, the VRL group is required to continue to control over VPL or, continue to own, directly or indirectly, at least 50.1% of the issued equity share capital of VPL; (collectively, the "**Encumbrances**").*

Given the nature of conditions and/or arrangements under the 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 VPL in relation to the Facility Agreement. As on the date of this disclosure, the commitment of the original lenders is US$ 1,545,000,000 with increase commitment of up to US$ 705,000,000 available from one or more increase lender executing an increase lender accession agreement under the terms of the Facility Agreement. This disclosure is in relation to the total maximum commitments of US$ 2,250,000,000, inclusive of increase mechanism under the Facility Agreement.

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 VPL in accordance with the provisions of the previous facility(ies) 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: 2026.07.22 17:01:06 +05'30'

Date: July 22, 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.

ANNEXURE – II

Format for disclosure of reasons for encumbrance

Name of listed company	Vedanta Power 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	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.
Total promoter shareholding in the listed company	No. of shares: 2,204,867,749 % of total share capital: 56.38%
Encumbered shares as a % of promoter shareholding	99.99%
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 (Refer Note 2)

		Encumbrance (Date of creation of encumbrance: July 20, 2026, refer to **Note 1** below)
Type of encumbrance (pledge, lien, negative lien, non-disposal undertaking etc. or any other covenant, transaction, condition or arrangement in the nature of encumbrance)		Refer **Note 1**
No. and % of shares encumbered		2,204,724,753 (56.38%)
Specific details about the encumbrance	Name of the entity in whose favour shares encumbered (X)	GLAS Agency (Hong Kong) Limited (acting for the benefit of the Lenders under each of the Facility Agreement)
	Whether the entity X is a scheduled commercial bank, public financial institution, NBFC or housing finance company? If No, provide the nature of the business of the entity.	No Overseas banks and financial institutions
	Names of all other entities in the agreement	Refer **Note 1**
	Whether the encumbrance is relating to any debt instruments viz. debenture, commercial paper, certificate of deposit etc.? If yes, provide details about the instrument, including credit rating	~~YES~~ / NO If yes, 1. **Name of the issuer:** 2. **Details of the debt instrument:** 3. **Whether the debt instrument is listed on stock exchanges?:** 4. **Credit Rating of the debt instrument:** 5. **ISIN of the instrument:**
Security Cover / Asset Cover	Value of shares on the date of event / agreement (A)	Not Applicable
	Amount involved (against which shares have been encumbered) (B)	Not Applicable
	Ratio of A / B	Not Applicable
End money use of	Borrowed amount to be utilized for what purpose – (a) Personal use by 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 (please specify)	The Borrower shall, in accordance with the terms of each of the Facility Agreement, apply amounts borrowed by it, *inter alia*, towards: (i) repayment of, and payment of interest and other amounts accrued on, Financial Indebtedness of the VRL Group (including amounts outstanding in respect of the Refinanced Existing Loans); (ii) payment of any fees, costs and expenses incurred in connection with the transactions contemplated under the Finance Documents; and

		(iii) general corporate purposes of the VRL Group, provided that no proceeds may be used to finance or refinance thermal coal infrastructure, used in violation of applicable law (including Anti-Bribery and Corruption Laws or Sanctions), or remitted to India.

<u>**Note:**</u>

Note 1:

*This disclosure is being made by Vedanta Resources Limited ("**VRL**") 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 Power Limited ("**VPL**") 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 B.V. ("**VNIBV**") in terms of the facility agreement dated July 20, 2026 for a total maximum commitment aggregating US$ 2,250,000,000 executed inter alios, amongst TSHL (as the borrower), VRL, VHMLII and Welter (as the guarantors), Barclays Bank PLC, Citigroup Global Markets Asia Limited, DB International (Asia) Limited, First Abu Dhabi Bank PJSC, First Abu Dhabi Bank PJSC, Gift City Branch, J.P. Morgan Securities (Asia Pacific) Limited, Mashreq Bank PSC, IFSC Banking Unit, Gift City Branch, Standard Chartered Bank and Sumitomo Mitsui Banking Corporation Singapore Branch (as the arrangers), Barclays Bank PLC, Citibank, N.A., Hong Kong Branch, DB International (Asia) Limited, First Abu Dhabi Bank PJSC, First Abu Dhabi Bank PJSC, Gift City Branch, JP Morgan Chase Bank, N.A., London Branch, Mashreq Bank PSC, IFSC Banking Unit, Gift City Branch, Standard Chartered Bank, Standard Chartered Bank (Mauritius) Limited and Sumitomo Mitsui Banking Corporation Singapore Branch (as the original lenders) and GLAS Agency (Hong Kong) Limited (as the agent and the security agent) ("**Facility Agreement**").*

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Given the nature of conditions and/or arrangements under the 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 VPL in relation to the Facility Agreement. As on the date of this disclosure, the commitment of the original lenders is US$ 1,545,000,000 with increase commitment of up to US$ 705,000,000 available from one or more increase lender executing an increase lender accession agreement under the terms of the Facility Agreement. This disclosure is in relation to the total maximum commitments of US$ 2,250,000,000, inclusive of increase mechanism under the Facility Agreement.

Note 2

Further, for the other existing encumbrances, please refer to our earlier disclosures dated July 15, 2026 and July 17, 2026.

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

Surneet Kaur

Digitally signed by Surneet Kaur
Date: 2026.07.22 17:01:22 +05'30'

Date: July 22, 2026