RECOMMENDED CASH OFFER
for
VEDANTA RESOURCES PLC
by
VOLCAN INVESTMENTS LIMITED

You should read carefully the whole of this document (and any documents incorporated into it by reference) and, if your Vedanta Shares are held in certificated form, the Form of Acceptance. Your attention is drawn to the letter from the Independent Committee set out in Part I of this document, which contains the unanimous recommendation of the Independent Committee to accept the Offer.

The procedure for acceptance of the Offer is set out on page v of this document, in paragraph 16 of Part II of this document, in Sections C and D of Part III of this document and, in respect of Vedanta Shares held in certificated form, in the Form of Acceptance. To accept the Offer in respect of Vedanta Shares held in certificated form, the accompanying Form of Acceptance should be completed, signed and returned as soon as possible and, in any event, so as to be received by post by Computershare Investor Services PLC at Corporate Actions Projects, Bristol BS99 6AH or by hand at Computershare Investor Services PLC, The Pavilions, Bridgewater Road, Bristol BS13 8AE no later than 1.00 p.m. (London time) on 31 August 2018. To accept the Offer in respect of Vedanta Shares held in uncertificated form, an Electronic Acceptance must be made and must settle as soon as possible and, in any event, by no later than 1.00 p.m. (London time) on 31 August 2018. If you are a CREST sponsored member, you should refer to your CREST sponsor as only your CREST sponsor will be able to send the necessary TTE Instruction to Euroclear.
If you are a Vedanta GDR Holder, the procedure for participating in the Offer is set out in paragraph 17.3 of Part II of this document. Each of Clearstream and Euroclear and their respective direct and indirect participants will set their own cut-off dates and times to receive instructions to tender Vedanta GDRs, so you should contact your broker or other securities intermediary to find out the cut-off date and time that applies to you.

If you have any questions about this document or are in any doubt as to how to complete the Form of Acceptance (if you hold Vedanta Shares in certificated form), or if you want to request a hard copy of this document (and/or any information incorporated into it by reference from another source), please contact the Receiving Agent, Computershare, on 0370 707 1388 (from within the UK) or on +44 370 707 1388 (if calling from outside the UK). Lines are open 8.30 a.m. to 5.00 p.m. (London time) Monday to Friday (excluding UK public holidays). Calls may be recorded and randomly monitored for security and training purposes. The helpline cannot provide advice on the merits of the Offer nor give any financial, legal or tax advice.

Capitalised words and expressions used in this document shall have the meanings given to them in Part VIII of this document.

This Offer is subject to the jurisdiction of the Panel.

J.P. Morgan Securities plc (which conducts its UK investment banking business as J.P. Morgan Cazenove) (“J.P. Morgan Cazenove”), is authorised by the Prudential Regulation Authority (“PRA”) and regulated by the Financial Conduct Authority (“FCA”) and the PRA in the United Kingdom. J.P. Morgan Cazenove is acting as financial adviser to Volcan Investments and no one else in connection with the matters set out in this document and will not regard any other person as its client in relation to the matters set out in this document and will not be responsible to anyone other than Volcan Investments for providing the protections afforded to clients of J.P. Morgan Cazenove or its affiliates, or for providing advice in relation to the contents of this document or any other matter referred to herein.

Credit Suisse International (“Credit Suisse”), which is authorised by the PRA and regulated by the FCA and the PRA in the United Kingdom, is acting as financial adviser exclusively for Volcan Investments and no one else in connection with the matters set out in this document and will not be responsible to any person other than Volcan Investments for providing the protections afforded to clients of Credit Suisse, nor for providing advice in relation to the content of this document or any matter referred to herein. Neither Credit Suisse nor any of its subsidiaries, branches or affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Credit Suisse in connection with this document, any statement contained herein or otherwise.

Lazard & Co., Limited (“Lazard”), which is authorised and regulated by the FCA in the United Kingdom, is acting exclusively for the Independent Committee and for no one else in connection with the Offer and will not be responsible to anyone other than the Independent Committee for providing the protections afforded to its clients or for providing advice in connection with the Offer referred to in this document. Neither Lazard nor any of its affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Lazard in connection with the Offer, this document, any statement contained herein or otherwise.
IMPORTANT NOTICE

The statements contained in this document are not to be construed as legal, business, financial or tax advice. If you are in any doubt about the content of this document, you should consult your own legal, financial or tax adviser for legal, business, financial or tax advice.

The statements contained in this document are made as at the date of this document, unless some other time is specified in relation to them, and service of this document shall not give rise to any implication that there has been no change in the facts set out in this document since such date. No dealer, salesperson or other person is authorised to give any information or to make any representations with respect to the Offer other than such information or representations contained in this document and, if given or made, such information or representations must not be relied upon as having been authorised by Volcan Investments or Vedanta Resources.

Overseas Shareholders

This document has been prepared in accordance with English law and the Code and the information disclosed may not be the same as that which would have been disclosed in accordance with the laws and regulations of jurisdictions outside England. The statements contained in this document are made as at the date of this document, unless some other time is specified in relation to them, and there shall be no implication that there has been no change in the facts set forth in this document since such date.

The release, publication or distribution of this document and the availability of the Offer in or into jurisdictions other than the United Kingdom may be affected by the laws and regulations of those jurisdictions. Persons who are not resident in the United Kingdom, or who are subject to the laws of any jurisdiction other than the United Kingdom, should inform themselves about, and observe any applicable requirements. Any person (including, without limitation, nominees, trustees and custodians) who would, or otherwise intends to, forward this document or any accompanying document to any jurisdiction outside the United Kingdom should refrain from doing so and seek appropriate professional advice before taking any action. Any failure to comply with the applicable legal or regulatory requirements may constitute a violation of the laws and/or regulations of any such jurisdiction. To the fullest extent permitted by applicable law, the companies and persons involved in the Offer disclaim any responsibility and liability for the violation of such restrictions by any person.

Unless otherwise determined by Volcan Investments or required by the Code, and permitted by applicable law and regulation, the Offer is not being made, directly or indirectly, in or into or by use of the mails or any other means or instrumentality (including, without limitation, telephonic or electronic) of interstate or foreign commerce of, or any facility of a national, state or other securities exchange of, a Restricted Jurisdiction, and no person may accept the Offer by any such use, means, instrumentality or facility or from within a Restricted Jurisdiction. Accordingly, copies of this document, the Form of Acceptance and any related documents are not being, and must not be, directly or indirectly, mailed or otherwise forwarded or distributed in, into or from a Restricted Jurisdiction and persons receiving this document and/or the Form of Acceptance or any related document (including custodians, nominees and trustees) must not distribute or send them in, into or from a Restricted Jurisdiction. Doing so may invalidate any purported acceptance of the Offer.

Notice to US holders of Vedanta Shares

Vedanta Resources is a public limited company incorporated in England. The Offer is being made to Vedanta Shareholders in the United States in compliance with the applicable US tender offer rules under the US Securities Exchange Act of 1934, as amended (the “US Exchange Act”), including Regulation 14E thereunder, and otherwise in accordance with the requirements of English law, the Code, the Panel, the London Stock Exchange plc (the “London Stock Exchange”) and the FCA. Accordingly, the Offer is subject to disclosure and other procedural requirements, including with respect to withdrawal rights, the offer timetable, settlement procedures and timing of payments that are different from those applicable under US domestic tender offer law and practice. Vedanta Resources’ financial information, including any included in the offer documentation, will not have been prepared in accordance with US generally accepted accounting principles, or derived therefrom, and may therefore differ from, and not be comparable with, financial information of US companies. The Offer is being made in the United States by Volcan Investments and no one else.

Volcan Investments and its affiliates or brokers (acting as agents for Volcan Investments or its affiliates, as applicable) may from time to time, and other than pursuant to the Offer, directly or indirectly purchase or arrange to purchase outside the United States Vedanta Shares or any securities that are convertible into, exchangeable for or exercisable for Vedanta Shares before or during the period in which the Offer remains open for acceptance, to the extent permitted by, and in compliance with, Rule 14e-5 under the US Exchange Act and
in compliance with the Code. These purchases may occur either in the open market at prevailing prices or in private transactions at negotiated prices. Information about any such purchases or arrangements to purchase that is made public in accordance with English law and practice will be available to all investors (including in the United States) via the Regulatory News Service on www.londonstockexchange.com. In addition, in accordance with, and to the extent permitted by, the Code, normal UK market practice and Rule 14e-5 under the US Exchange Act, J.P. Morgan Cazenove, Credit Suisse and Lazard and their respective affiliates may continue to act as exempt principal traders in Vedanta Shares on the London Stock Exchange and engage in certain other purchasing activities consistent with their respective normal and usual practice and applicable law, including Rule 14e-5 under the US Exchange Act. To the extent required by applicable law (including the Code), information about any such purchases will be available to all investors (including in the United States) via the Regulatory News Service on www.londonstockexchange.com. To the extent that such information is made public in the United Kingdom, this information will also be publicly disclosed in the United States.

Neither the US Securities Exchange Commission nor any US state securities commission has approved or disapproved the Offer or passed upon the adequacy or completeness of this document. Any representation to the contrary is a criminal offence in the United States. It may be difficult for US holders of Vedanta Resources securities to enforce their rights under any claim arising out of the US federal securities laws, since Volcan Investments and Vedanta Resources are located outside the United States, and some or all of their officers and directors may be resident outside the United States. US Vedanta Shareholders may not be able to sue a non-US company or its officers or directors in a non-US court for violations of the US securities laws. Further, it may be difficult to compel a non-US company and its affiliates to subject themselves to a US court’s judgement and a US court may lack jurisdiction over such persons.

The receipt of cash pursuant to the Offer may have tax consequences in the United States and under other applicable tax laws and such consequences, if any, are not described herein. US Vedanta Shareholders are urged to consult with their own legal, tax and financial advisers in connection with making a decision regarding the Offer.

**Cautionary note regarding forward looking statements**

This document contains certain statements which are, or may be deemed to be, “forward-looking statements” which are prospective in nature. The words “believe”, “anticipate”, “expect”, “intend”, “aim”, “plan”, “predict”, “continue”, “assume”, “positioned”, “may”, “will”, “should”, “shall”, “risk” and other similar expressions that are predictions of or indicate future events and future trends identify forward-looking statements. These forward-looking statements include all matters that are not current or historical facts. By their nature, forward-looking statements involve risks and uncertainties because such statements relate to events and depend on circumstances that may or may not occur in the future. Forward-looking statements are not indicative of future performance and Volcan Investments’ or Vedanta Resources’ actual results of operations, financial condition and liquidity, and the development of the industry in which Volcan Investments or Vedanta Resources operates, may differ materially from those made in or suggested by the forward-looking statements contained in this document. The cautionary statements set out above should be considered in connection with any subsequent written or oral forward-looking statements that Volcan Investments, or persons acting on its behalf, may issue.

**No profit forecasts or estimates**

Nothing in this document is intended or shall be deemed to be a forecast, projection or estimate of the future financial performance of Volcan Investments or the Volcan Group or Vedanta Resources or the Vedanta Group and no statement in this document should be interpreted to mean that earnings or earnings per share of Volcan Investments or Vedanta Resources (where relevant) for the current or future financial years would necessarily match or exceed the historical published earnings or earnings per share for Volcan Investments or Vedanta Resources, as appropriate.

**Opening position and dealing disclosure requirements**

Under Rule 8.3(a) of the Code, any person who is interested in 1 per cent. or more of any class of relevant securities of an offeree company or of any securities exchange offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make an Opening Position Disclosure following the commencement of the offer period and, if later, following the announcement in which any securities exchange offeror is first identified. An Opening Position Disclosure must contain details of the person’s interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s). An Opening Position Disclosure
by a person to whom Rule 8.3(a) applies must be made by no later than 3.30 pm (London time) on the
10th Business Day following the commencement of the offer period and, if appropriate, by no later than
3.30 pm (London time) on the 10th Business Day following the announcement in which any securities
exchange offeror is first identified. Relevant persons who deal in the relevant securities of the offeree company
or of a securities exchange offeror prior to the deadline for making an Opening Position Disclosure must
instead make a Dealing Disclosure.

Under Rule 8.3(b) of the Code, any person who is, or becomes, interested in 1 per cent. or more of any class of
relevant securities of the offeree company or of any securities exchange offeror must make a Dealing
Disclosure if the person deals in any relevant securities of the offeree company or of any securities exchange
offeror. A Dealing Disclosure must contain details of the dealing concerned and of the person’s interests and
short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and
(ii) any securities exchange offeror(s), save to the extent that these details have previously been disclosed under
Rule 8. A Dealing Disclosure by a person to whom Rule 8.3(b) applies must be made by no later than 3.30 pm
(London time) on the Business Day following the date of the relevant dealing.

If two or more persons act together pursuant to an agreement or understanding, whether formal or informal, to
acquire or control an interest in relevant securities of an offeree company or a securities exchange offeror, they
will be deemed to be a single person for the purpose of Rule 8.3.

Opening Position Disclosures must also be made by the offeree company and by any offeror and Dealing
Disclosures must also be made by the offeree company, by any offeror and by any persons acting in concert
with any of them (see Rules 8.1, 8.2 and 8.4).

Details of the offeree and offeror companies in respect of whose relevant securities Opening Position
Disclosures and Dealing Disclosures must be made can be found in the Disclosure Table on the Panel’s website
at www.thetakeoverpanel.org.uk, including details of the number of relevant securities in issue, when the offer
period commenced and when any offeror was first identified. You should contact the Panel’s Market
Surveillance Unit on +44 (0)20 7638 0129 if you are in any doubt as to whether you are required to make an
Opening Position Disclosure or a Dealing Disclosure.

Publication on website and availability of hard copies

This document, together with those documents listed in paragraph 13 of Part VI of this document and
all information incorporated into this document by reference to another source will be available at
http://www.vedantaresources.com/investor-relations/volcan-offer as soon as possible and, in any event, by no
later than 12 noon (London time) on 6 August 2018. The content of the website is not incorporated into, and
does not form part of, this document.

You may request a hard copy of this document (and/or any information incorporated into it by reference from
another source), by contacting the Receiving Agent, Computershare, on 0370 707 1388 (from within the UK)
or on +44 370 707 1388 (if calling from outside the UK). Lines are open 8.30 a.m. to 5.00 p.m. (London time)
Monday to Friday (excluding UK public holidays). Calls may be recorded and randomly monitored for security
and training purposes. The helpline cannot provide advice on the merits of the Offer nor give any financial,
legal or tax advice.

Information relating to Vedanta Shareholders and Vedanta GDR Holders

Please be aware that addresses, electronic addresses and certain other information provided by Vedanta
Shareholders and Vedanta GDR Holders, persons with information rights and other relevant persons for the
receipt of communications from Vedanta Resources may be provided to Volcan Investments during the Offer
Period as required under Section 4 of Appendix 4 of the Code to comply with Rule 2.11(c) of the Code.

Rounding

Certain figures included in this document have been subjected to rounding adjustments. Accordingly, figures
shown for the same category presented in different tables may vary slightly and figures shown as totals in
certain tables may not be an arithmetic aggregation of the figures that precede them.

Date of publication

The date of publication of this document is 3 August 2018.
ACTION TO BE TAKEN

Vedanta Shares held in certificated form

1. If you hold your Vedanta Shares, or any of them, in certificated form (that is, not in CREST), to accept the Offer, you should complete and sign the enclosed Form of Acceptance in accordance with paragraph 17.1 of the letter from Volcan Investments set out in Part II of this document, and the instructions set out in the Form of Acceptance itself. Please then return the completed Form of Acceptance (along with your share certificate(s) and/or any other appropriate documents of title) by post to Computershare Investor Services PLC at Corporate Actions Projects, Bristol, BS99 6AH or by hand (during normal business hours only) to Computershare Investor Services PLC at The Pavilions, Bridgwater Road, Bristol, BS13 8AE as soon as possible but, in any event, so as to be received by Computershare no later than 1.00 p.m. (London time) on 31 August 2018. If you are posting in the UK, the enclosed reply-paid envelope has been provided for your convenience.

Vedanta Shares held in uncertificated form

2. If you hold your Vedanta Shares, or any of them, in uncertificated form (that is, in CREST), you should follow the procedure for Electronic Acceptance through CREST so that the relevant TTE Instruction settles as soon as possible but, in any event, by no later than 1.00 p.m. (London time) on 31 August 2018. If you hold your Vedanta Shares as a CREST sponsored member, you should refer to your CREST sponsor as only your CREST sponsor will be able to send the necessary instructions to Euroclear. Further details on the procedures for acceptance of the Offer if you hold any of your Vedanta Shares in uncertificated form are set out in paragraph 17.2 of the letter from Volcan Investments set out in Part II.

Vedanta GDR Holders

3. If you are a Vedanta GDR Holder, you should instruct your broker or other securities intermediary through which you hold Vedanta GDRs to instruct Clearstream or Euroclear, as applicable, to block your GDRs in your account for the purpose of tendering in the Offer. Each clearing system and their respective direct and indirect participants will set their own cut-off dates and times to receive instructions to tender, so you should contact your broker or other securities intermediary to find out the cut-off date and time that applies to you. Further details on the procedures for tendering into the Offer if you hold Vedanta GDRs are set out in paragraph 17.3 of the letter from Volcan Investments set out in Part II.

THE FIRST CLOSING DATE OF THE OFFER IS 1.00 P.M. (LONDON TIME) ON 31 AUGUST 2018

HELPLINE

If you have any questions about this document or are in any doubt as to how to complete the Form of Acceptance (if you hold Vedanta Shares in certificated form), or if you want to request a hard copy of this document (and/or any information incorporated into it by reference from another source), please contact the Receiving Agent, Computershare, on 0370 707 1388 (from within the UK) or on +44 370 707 1388 (if calling from outside the UK). Lines are open 8.30 a.m. to 5.00 p.m. (London time) Monday to Friday (excluding UK public holidays). Calls may be recorded and randomly monitored for security and training purposes. The helpline cannot provide advice on the merits of the Offer nor give any financial, legal or tax advice.

This page should be read in conjunction with the rest of this document (and the information incorporated by reference into it) and, in the case of holders of Vedanta Shares in certificated form, the Form of Acceptance. Your attention is drawn, in particular, to paragraph 17 of the letter from Volcan Investments contained in Part II of this document, which sets out in detail the procedures for acceptance of the Offer, and to the Conditions and further terms of the Offer set out in Part III of this document and, in the case of Vedanta Shares held in certificated form, in the Form of Acceptance. Vedanta Shareholders and Vedanta GDR Holders are recommended to seek financial advice from their stockbroker, bank manager, solicitor, accountant or other independent financial adviser authorised under the Financial Services and Markets Act 2000 (as amended) if they are resident in the United Kingdom or, if not, from another appropriately authorised independent financial adviser in the relevant jurisdiction.
IMPORTANT DATES AND TIMES

The dates and times set out below in connection with the Offer may change in accordance with the terms and Conditions of the Offer, as described in this document.

<table>
<thead>
<tr>
<th>Event</th>
<th>Time and/or Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Announcement of the Offer</td>
<td>31 July 2018</td>
</tr>
<tr>
<td>Publication of this document</td>
<td>3 August 2018</td>
</tr>
<tr>
<td>First Closing Date</td>
<td>1.00 p.m. (London time) on 31 August 2018</td>
</tr>
</tbody>
</table>

Pursuant to Rule 24.1(a) of the Code, the Independent Committee has agreed and consented to this Offer Document being posted within 14 days of the release of the Firm Offer Announcement.

Each of Euroclear and Clearstream and their respective direct and indirect participants will set their own cut-off dates and times to receive tenders of Vedanta GDRs. Vedanta GDR Holders should contact their broker or other securities intermediary to determine the cut-off dates and times that apply to them.

Subject to the Offer becoming, or being declared, unconditional in all respects, settlement for those Vedanta Shareholders who have validly accepted the Offer (and Vedanta GDR Holders who have instructed the Depositary to accept the Offer) will be effected within 14 calendar days of the Offer becoming, or being declared, unconditional in all respects or, in relation to valid acceptances received after this date, within 14 calendar days of receipt of that acceptance.

Future dates are indicative only and are subject to change, in which event details of the new times and dates will be announced via a Regulatory Information Service.

References to times and dates in this document are, unless specified otherwise, to London times and dates.
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Dear Vedanta Shareholder,

RECOMMENDED CASH OFFER FOR VEDANTA RESOURCES PLC

by

VOLCAN INVESTMENTS LIMITED

1. Introduction

On 31 July 2018, the Independent Committee and Volcan Investments announced (the “Firm Offer Announcement”) the terms of a recommended cash offer to be made for the remaining issued and to be issued share capital of Vedanta Resources not currently owned by Volcan Investments (the “Offer”).

I am writing to you on behalf of the Independent Committee to explain the background of the Offer and the reasons why the Independent Committee, who have been so advised by Lazard & Co., Limited (“Lazard”) as to the financial terms of the Offer, consider the terms of the Offer to be fair and reasonable so far as the Independent Vedanta Shareholders are concerned and unanimously recommend that you accept the Offer in respect of all your Vedanta Shares and Vedanta GDRs. In providing its advice, Lazard has taken into account the commercial assessments of the Independent Committee. Lazard is providing the independent financial advice to the Independent Committee for the purposes of Rule 3 of the Code. Full details of the Offer and the action you should take in order to accept it are set out in the letter from Volcan Investments in Part II of this document.

2. The Offer

Under the Offer, which is subject to the Conditions and further terms set out in this document and (in respect of Vedanta Shares held in certificated form) the Form of Acceptance, Vedanta Shareholders will receive:

US$10.89 per share in cash for each Vedanta Share
(the “Offer Price”)

The Offer Price implies an equivalent value of 825 pence per Vedanta Share based on the exchange rate of £:US$ of 1.3203 as at 29 June 2018 (the “Announcement Exchange Rate”), being the last Business Day prior to the commencement of the Offer Period, and values the total issued share capital of Vedanta Resources at approximately US$3,070 million and the issued share capital not currently owned by Volcan Investments at approximately US$1,028 million.
The equivalent value of the Offer Price in £ sterling, being 825 pence based on the Announcement Exchange Rate, represents an illustrative premium of approximately:

(a) 27.6 per cent. to the Closing Price of 647 pence per Vedanta Share on 29 June 2018 (being the last Business Day prior to the commencement of the Offer Period);

(b) 13.5 per cent. to the three-month volume weighted average price of 727 pence per Vedanta Share to 29 June 2018; and

(c) 0.7 per cent. to the Closing Price of 819 pence per Vedanta Share on 2 August 2018 (being the last Business Day prior to the date of this document).

On the basis of the exchange rate of £:US$ of 1.3032 as at 2 August 2018, being the latest practicable date prior to the publication of this document, the Offer Price implies an equivalent value of 836 pence per Vedanta Share, which represents a premium of approximately 29.2 per cent. to the Closing Price of 647 pence per Vedanta Share on 29 June 2018, being the last Business Day prior to the commencement of the Offer Period.

In addition, Vedanta Shareholders will be entitled to receive the dividend of US$0.41 per Vedanta Share in respect of the twelve months ended 31 March 2018, confirmed by Vedanta Resources on 17 July 2018 for payment on 22 August 2018 in respect of those shareholders on Vedanta Resources’ share register on 20 July 2018 (the “FY2018 Dividend”).

Taken together, the Offer Price and the FY2018 Dividend in aggregate represent a total value of US$11.30 per Vedanta Share (the “Total Offer Value”), which, on the basis of the Announcement Exchange Rate, represents an illustrative premium of approximately 32.4 per cent. to the Closing Price of 647 pence per Vedanta Share on 29 June 2018.

The Possible Offer Announcement outlined an offer price in £ sterling of 825 pence per Vedanta Share. The Offer Price under the Offer is expressed in US$. The US$ denominated Offer Price more closely reflects the underlying characteristics of Vedanta Resources’ business activities, which are largely denominated in US$ and the fact that, as a result, Volcan Investments’ funds are predominantly in US$.

The Currency Election Facility is being made available to Vedanta Shareholders, other than Vedanta GDR Holders, by the Receiving Agent, under which Vedanta Shareholders will be able to elect (subject to the terms and conditions of the Currency Election Facility) to receive the Offer Price in £ sterling (after deduction of any transaction or dealing costs associated with the conversion). The rate at which an accepting Vedanta Shareholder’s Offer consideration will be converted from US dollars into £ sterling will be calculated at a conversion rate obtained by the Receiving Agent within two Business Days before the date of settlement of the Offer consideration. Further details of this facility are set out in Section E of Part III of this document. For any Vedanta Shareholder electing to be paid in £ sterling, the amount per Vedanta Share received may, depending on the prevailing exchange rate, result in a payment below or above 825 pence per Vedanta Share.

Vedanta Shares will be acquired by Volcan Investments pursuant to the Offer fully paid and free from all liens, charges, equitable interests, encumbrances, rights of pre-emption and any other third party rights of any nature whatsoever and together with all rights now or hereafter attaching thereto, including without limitation voting rights and the right to receive and retain in full all dividends and other distributions (if any) declared, made or paid on or after 31 July 2018 (other than the FY2018 Dividend).

Save for the FY2018 Dividend, in so far as any other dividend or other distribution or return of value is authorised, declared, made, paid or payable by Vedanta Resources in respect of Vedanta Shares on or after 31 July 2018, Volcan Investments will be entitled to reduce the price payable under the Offer in respect of the Vedanta Shares by the aggregate amount of any such dividend, other distribution or return of value except where the Vedanta Shares are or will be acquired on a basis which entitles Volcan Investments to receive the dividend, other distribution or return of value and retain it.

The Offer extends to any Vedanta Shares not already owned, or agreed to be acquired, by Volcan Investments and which are unconditionally allotted or issued and fully paid (or credited as fully paid) on or before the date on which the Offer closes as to acceptances (or such earlier date as Volcan Investments may, subject to the Code, decide) including any such Vedanta Shares allotted or issued pursuant to the exercise of existing options and/or awards granted under the Vedanta Share Plans and the Vedanta Shares represented by the Vedanta GDRs. As described in the letter from Volcan Investments set out in Part II of this document, Volcan Investments intends to write to participants in the Vedanta Share Plans with such appropriate proposals as it is required to make pursuant to Rule 15 of the Code.
The Offer will become or be declared unconditional in all respects only if all Conditions to the Offer have been satisfied or, where applicable, waived. Subject to the satisfaction or, where applicable, waiver of the Conditions, it is expected that completion of the Offer will occur in Q4 2018.

The procedure for acceptance of the Offer is set out in paragraph 11 of this letter, in paragraph 17 of the letter from Volcan Investments set out in Part II of this document and also (in respect of Vedanta Shares held in certificated form) in the accompanying Form of Acceptance.

For summary information on certain limited aspects of the United Kingdom taxation consequences of acceptance of the Offer for Vedanta Shareholders resident in the United Kingdom for tax purposes, please refer to Part VII of this document.

3. **Background to, and reasons for, recommending the Offer**

Vedanta Resources was created to provide a platform to enable the Vedanta Group to access a deeper pool of equity and debt in the UK and global markets at a time when entities within the Vedanta Group were smaller and less liquid. The listing of Vedanta Resources enabled the Vedanta Group to fund its growth and it has become, principally through its investment in Vedanta Limited, one of the largest diversified mining companies in the world and the only one with significant exposure to India. However, given the increased maturity and liquidity of the Indian markets and strength of Vedanta Limited, the rationale for keeping Vedanta Resources as a separate listed vehicle through which to invest in the Vedanta Group is less compelling, particularly as the realisation of value at Vedanta Resources is impeded by the complex corporate and financing structure of the group and its distance from the cash flows at Vedanta Limited.

The Vedanta Group’s current corporate structure and the debt obligations at the Vedanta Resources level have also contributed to Vedanta Resources’ significantly higher risk profile compared to many of its mining company peers. This has had the effect of Vedanta Shares consistently trading in the public markets at a discounted valuation to its peers and significant volatility in Vedanta Resources’ share price. During Vedanta Resources’ FY2018, Vedanta Resources’ share price fluctuated between a high of 954 pence and a low of 575 pence. More recently, Vedanta Resources’ share price has been impacted by a fall in commodity prices in the year to date from 1 January 2018 to 30 July 2018 (being the last practicable date prior to the publication of the Firm Offer Announcement) across all the commodities which the Vedanta Group exploits, with the exception of oil, and on average by 11.7 per cent. weighted on the basis of Vedanta Resources’ FY2018 EBITDA including oil and 18.7 per cent. excluding oil.

The Vedanta Group has had a long-stated strategy to simplify its corporate structure, a process which gathered additional momentum in 2012 when the Vedanta Group announced the merger of its Indian subsidiaries into Vedanta Limited. Since then, the Vedanta Group has continued this strategy and last year merged Cairn India into Vedanta Limited. The buyout of the Independent Vedanta Shareholders and delisting of Vedanta Resources is believed by Volcan Investments to be the next logical step.

The Independent Committee believes that the Offer is in the best interests of Independent Vedanta Shareholders, as it allows them to realise an upfront attractive cash premium for their Vedanta Shares, accelerating and de-risking the return of value to Vedanta Shareholders. They will also retain the ability to invest in the Vedanta Group through Vedanta Limited shares, which are listed on the Indian Stock Exchanges, or the Vedanta Limited American Depositary Receipts listed on the New York Stock Exchange.

Following an initial approach from Volcan Investments, the Independent Committee retained and sought advice from its independent adviser, Lazard, and negotiated with Volcan Investments in order to achieve an offer price of 825 pence per Vedanta Share, which was announced in the Possible Offer Announcement, and which is reflective of the Offer Price of US$10.89 per Vedanta Share, being the US dollar equivalent at the exchange rate of £:US$ of 1.3203 as at 29 June 2018. Together with payment of the FY2018 Dividend, the resulting Total Offer Value is US$11.30 per Vedanta Share. After Volcan Investments indicated to the Independent Committee its desire to make any firm offer in US dollars, the Independent Committee negotiated a fixed exchange rate of 1.3203, being the exchange rate prevailing on 29 June 2018, being the last Business Day prior to the commencement of the Offer Period. On the basis of the exchange rate of £:US$ of 1.3032 as at 2 August 2018, being the latest practicable date prior to the publication of this document, the Offer Price implies an equivalent value of 836 pence per Vedanta Share, compared to the offer price of 825 pence in the Possible Offer Announcement.

The Offer Price, on the basis of the Announcement Exchange Rate, represents an illustrative premium of approximately 27.6 per cent. to the closing share price of 647 pence of each Vedanta Share on 29 June 2018, approximately 13.5 per cent. to the three-month volume weighted average price of 727 pence per Vedanta Share to 29 June 2018 and 0.7 per cent. to the Closing Price of 819 pence per Vedanta Share on 2 August
2018. This is an attractive premium when compared with the recent share price of Vedanta Resources and in the context of relevant precedent minority buy-out transactions in the United Kingdom.

It is for these reasons that the Independent Committee believes that the terms of the Offer are fair and reasonable and the Independent Committee unanimously recommends Independent Vedanta Shareholders to accept the Offer.

4. Information relating to Vedanta Resources

Vedanta Resources is a UK listed global diversified natural resources company. The Vedanta Group is primarily engaged in aluminium, copper, zinc, lead, silver, iron ore, oil and gas and commercial power generation businesses. Vedanta Resources has operations spanning a vast value chain of exploration, asset development, extraction, processing and value addition. The Vedanta Group’s business is principally located in India, with approximately 58 per cent. of the Vedanta Group’s revenue in FY2017 being derived from operations within India. In addition, the Vedanta Group has assets and operations in Zambia, Namibia and South Africa. The business model of Vedanta Resources is focused on growth, expansion and value creation for its shareholders. Vedanta Resources reported a 33 per cent. increase in revenue for FY2018 with revenue totalling US$15.4 billion.

5. Current trading of Vedanta Resources

On 23 May 2018, Vedanta Resources announced its preliminary results for the financial year ended 31 March 2018. Trading results for the year ended 31 March 2018 were positive with 33 per cent. increase in revenue and 27 per cent. increase in EBITDA compared to the same period last year. Growth was driven by strong operational performance of the business, in particular, refined zinc-lead and silver at Vedanta Resources’ zinc operations in India, aluminium, and oil segments together with strengthening commodity prices. Basic earnings per share were US cents 84.8, compared to a loss of US cents 8.2 last year, mainly due to higher EBITDA and reversal of previously recorded non-cash impairment charge at Vedanta Resources’ oil and gas division, which was offset by a non-cash impairment charge at Vedanta Resources’ iron ore operations in Goa.

Vedanta Resources’ iron ore operations in Goa are currently shutdown. The Honourable Supreme Court of India directed to halt all mining operations in the state, effective 16 March 2018, pending the granting of fresh mining leases and environmental clearances. Given Vedanta Resources’ commitment in the region, and the considerable impact on the local economy, Vedanta Resources continues to engage with the Government of India to provide clarity around restarting of mining operations in Goa. Due to the uncertainty around this process, Vedanta Resources has taken an impairment of US$534 million (net of taxes) in FY2018.

Vedanta Resources’ copper smelting operations in Tuticorin were halted at the end of March, initially for scheduled maintenance activities. The shutdown has since been extended as Vedanta Resources’ annual renewal of its consent to operate was rejected by the Tamil Nadu State Pollution Control Board, pending additional clarifications. Vedanta Resources is working with the relevant regulatory authorities to expedite the restart of the operations.

Since the announcement of the 2018 preliminary results, Vedanta Resources has completed the acquisition of Electrosteel Steels Limited as announced on 4 June 2018.

On 17 July 2018, Vedanta Resources announced that, as a result of the possible offer announced on 2 July 2018 by Volcan Investments, it has taken the decision to postpone its 2018 annual general meeting (the “2018 AGM”) until further notice. It was originally anticipated that the 2018 AGM would be held on 13 August 2018.

On 2 August 2018, Vedanta Resources released an announcement stating that it will publish its production results for the quarter ended 30 June 2018 on 6 August 2018.

6. Management, employees and strategic plans for Vedanta Resources

Your attention is drawn to the statement regarding Volcan Investments’ plans for Vedanta Resources if the Offer becomes, or is declared, unconditional in all respects, as set out in paragraph 11 of the letter from Volcan Investments in Part II of this document.

The Independent Committee welcomes Volcan Investments’ statements regarding the continued strategic direction of the Vedanta Group and its intention not to reduce headcount at Vedanta Resources or any of its subsidiaries, or make changes to the conditions of employment or the balance of the skills and functions of the
employees of the Vedanta Group, save for any changes as may be required due to any cancellation of the listing of Vedanta Shares in connection with the Offer.

The Independent Committee further welcomes Volcan Investments’ statements regarding safeguarding in full the existing employment and pension rights of the management and employees of Vedanta Resources in accordance with applicable law, and that it will continue to apply and uphold the high health and safety standards as previously implemented across the Vedanta Group.

Vedanta Resources has previously informed its employee representatives of the right of an employee representative under Rule 25.9 of the Code to require that a separate opinion of an employee representative on the effects of the Offer be appended to this document. As at the date of publication of this document, no such opinions have been provided. If and to the extent that Vedanta Resources is provided with any such opinion after the date of publication of this document, Vedanta Resources shall publish such opinion in accordance with the requirements of Rule 25.9 of the Code.

7. Vedanta Share Plans

Participants in the Vedanta Share Plans will be contacted separately regarding the effect of the Offer on their rights under these schemes and appropriate proposals will be made and communicated directly to such participants as soon as reasonably practicable after this document has been published but before the Offer becomes, or is declared, unconditional in all respects.

Details of the impact of the Offer on participants’ rights under the Vedanta Share Plans are set out in paragraph 13 of the letter from Volcan Investments in Part II of this document.

8. Taxation

Your attention is drawn to Part VII of this document headed ‘Taxation’, which sets out a general guide on United Kingdom taxation, based on current legislation and practice. If you are in any doubt as to your tax position or are subject to taxation in any jurisdiction other than the United Kingdom, you should consult an appropriately qualified independent professional adviser immediately.

9. Overseas Shareholders

The attention of Overseas Shareholders, or other Vedanta Shareholders who would, or otherwise intend to, forward this document and any accompanying documents to any jurisdiction outside the UK, is drawn to paragraph 14 of Part II and paragraph 6 of Section B of Part III of this document.

10. Squeeze out, delisting, cancellation of trading and re-registration

Your attention is drawn to paragraph 16 of the letter from Volcan Investments in Part II of this document in relation to Volcan Investments’ intentions with regards to the squeeze out, delisting, cancellation of trading and re-registration.

11. Action to be taken to accept the Offer

The procedure for acceptance of the Offer is set out in paragraph 17 of the letter from Volcan Investments in Part II of this document, in Sections C and D of Part III of this document and also (in respect of shares held in certificated form) in the accompanying Form of Acceptance.

If you require further assistance on how to complete the Form of Acceptance or how to make an Electronic Acceptance, please contact the Receiving Agent, Computershare, on 0370 707 1388 (from within the UK) or on +44 370 707 1388 (if calling from outside the UK). Lines are open 8.30 a.m. to 5.00 p.m. (London time) Monday to Friday (excluding UK public holidays). Calls may be recorded and randomly monitored for security and training purposes. The helpline cannot provide advice on the merits of the Offer nor give any financial, legal or tax advice.

If you are in any doubt about the Offer or the action you should take, you are recommended immediately to seek your own financial advice from a stockbroker, bank manager, solicitor, accountant or other independent financial adviser authorised under the Financial Services and Markets Act 2000 (as amended) if you are resident in the United Kingdom or, if not, from another appropriately authorised independent financial adviser in the relevant jurisdiction.
12. **Further information**

The terms and Conditions of the Offer are set out in full in Part III of this document. Your attention is drawn to the further information contained elsewhere in this document and, in the case of Vedanta Shares held in certificated form, to the accompanying Form of Acceptance, which should be read in conjunction with this document.

13. **Recommendation**

The Independent Committee, who have been so advised by Lazard as to the financial terms of the Offer, consider the terms of the Offer to be fair and reasonable so far as the Independent Vedanta Shareholders are concerned. In providing advice to the Independent Committee, Lazard has taken into account the commercial assessments of the Independent Committee.

Accordingly, the Independent Committee unanimously recommend that Independent Vedanta Shareholders accept the Offer.

As at the date of this document, the members of the Independent Committee are not interested in any Vedanta Shares.

Yours faithfully

**Deepak Parekh**

*Senior Independent Director and Chairman of the Independent Committee*

Vedanta Resources Plc
To: Independent Vedanta Shareholders (including, as the context requires, Vedanta GDR Holders) and, for information only, to holders of options under the Vedanta Share Plans

Dear Vedanta Shareholder,

**RECOMMENDED CASH OFFER FOR VEDANTA RESOURCES PLC**

by

**VOLCAN INVESTMENTS LIMITED**

1. **Introduction**

On 31 July 2018, the Independent Committee and Volcan Investments announced (the “Firm Offer Announcement”) the terms of a recommended cash offer to be made for the remaining issued and to be issued share capital of Vedanta Resources not currently owned by Volcan Investments. It is intended that the Offer will be implemented by means of a takeover offer under the Code.

This letter, Part III of this document and, if you hold your Vedanta Shares in certificated form, the Form of Acceptance, contain the formal terms and Conditions of the Offer for your Vedanta Shares.

Acceptances of the Offer should be received as soon as possible and, in any event, by no later than 1.00 p.m. (London time) on 31 August 2018.

Please read carefully paragraph 17 below which sets out the procedures for accepting the Offer. The attention of Vedanta Shareholders who are citizens or residents of countries outside the United Kingdom or who are holding shares for such citizens or residents and any person (including, without limitation, any custodian, nominee or trustee) who may have an obligation to forward any document in connection with the Offer outside the United Kingdom is drawn to paragraph 14 of this Part II and paragraph 6 of Section B of Part III of this document and, if the Vedanta Shares are held in certificated form, to the relevant provisions of the Form of Acceptance, which they should read before taking any action.

2. **Recommendation from the Independent Committee**

Your attention is drawn to the letter from the Independent Committee of Vedanta Resources set out in Part I of this document which explains why the Independent Committee, who have been so advised by its independent financial adviser, Lazard, as to the financial terms of the Offer, consider the terms of the Offer to be fair and reasonable from the perspective of the Independent Vedanta Shareholders. Accordingly, the Independent Committee have unanimously recommended that Independent Vedanta Shareholders accept, or procure the acceptance of, the Offer.

3. **The Offer**

Under the Offer, Volcan Investments is offering to acquire, subject to satisfaction or, where applicable, waiver of the Conditions and certain further terms set out in Part III of this document and also (in respect of Vedanta Shares held in certificated form) in the Form of Acceptance, the remaining issued and to be issued share capital of Vedanta Resources not currently owned by Volcan Investments on the following basis:

**US$10.89 per share in cash for each Vedanta Share**

(the “Offer Price”)
The Offer Price implies an equivalent value of 825 pence per Vedanta Share based on the exchange rate of £:US$ of 1.3203 as at 29 June 2018 (the “Announcement Exchange Rate”), being the last Business Day prior to the commencement of the Offer Period, and values the total issued share capital of Vedanta Resources at approximately US$3,070 million and the issued share capital not currently owned by Volcan Investments at approximately US$1,028 million.

The equivalent value of the Offer Price in £ sterling, being 825 pence based on the Announcement Exchange Rate, represents an illustrative premium of approximately:

(a) 27.6 per cent. to the Closing Price of 647 pence per Vedanta Share on 29 June 2018 (being the last Business Day prior to the commencement of the Offer Period);

(b) 13.5 per cent. to the three-month volume weighted average price of 727 pence per Vedanta Share to 29 June 2018; and

(c) 0.7 per cent. to the Closing Price of 819 pence per Vedanta Share on 2 August 2018 (being the last Business Day prior to the date of this document).

On the basis of the exchange rate of £:US$ of 1.3032 as at 2 August 2018, being the latest practicable date prior to the publication of this document, the Offer Price implies an equivalent value of 836 pence per Vedanta Share, which represents a premium of approximately 29.2 per cent. to the Closing Price of 647 pence per Vedanta Share on 29 June 2018, being the last Business Day prior to the commencement of the Offer Period.

In addition, Vedanta Shareholders will be entitled to receive the dividend of US$0.41 per Vedanta Share in respect of the twelve months ended 31 March 2018, confirmed by Vedanta Resources on 17 July 2018 for payment on 22 August 2018 in respect of those shareholders on Vedanta Resources’ share register on 20 July 2018 (the “FY2018 Dividend”).

Taken together, the Offer Price and the FY2018 Dividend in aggregate represent a total value of US$11.30 per Vedanta Share (the “Total Offer Value”), which, on the basis of the Announcement Exchange Rate, represents an illustrative premium of approximately 32.4 per cent. to the Closing Price of 647 pence per Vedanta Share on 29 June 2018.

The Possible Offer Announcement outlined an offer price in £ sterling of 825 pence per Vedanta Share. The Offer Price under the Offer is expressed in US$. The US$ denominated Offer Price more closely reflects the underlying characteristics of Vedanta Resources’ business activities, which are largely denominated in US$ and the fact that, as a result, Volcan Investments’ funds are predominantly in US$.

The Currency Election Facility is being made available to Vedanta Shareholders, other than Vedanta GDR Holders, by the Receiving Agent, under which Vedanta Shareholders will be able to elect (subject to the terms and conditions of the Currency Election Facility) to receive the Offer Price in £ sterling (after deduction of any transaction or dealing costs associated with the conversion). The rate at which an accepting Vedanta Shareholder’s Offer consideration will be converted from US dollars into £ sterling will be calculated at a conversion rate obtained by the Receiving Agent within two Business Days before the date of settlement of the Offer consideration. Further details of this facility are set out in Section E of Part III of this document. For any Vedanta Shareholder electing to be paid in £ sterling, the amount per Vedanta Share received may, depending on the prevailing exchange rate, result in a payment below or above 825 pence per Vedanta Share.

Vedanta Shareholders electing to receive the Offer consideration in £ sterling will bear any transaction or dealing costs associated with the conversion of the US$ cash consideration into £ sterling as well as the risks associated with exchange rate fluctuations.

The actual amount of £ sterling received by any Vedanta Shareholder receiving their cash consideration in £ sterling will depend upon the exchange rate prevailing on the day on which the Receiving Agent converts the relevant amount of US dollars into £ sterling once it has been made available by Volcan Investments to the Receiving Agent (which will be within two Business Days before the date of settlement of the consideration in respect of the relevant Vedanta Shareholder). Vedanta Shareholders should be aware that the £ sterling/US dollar exchange rate which is prevailing at the date on which any election is made to receive £ sterling and on the dates of despatch and receipt of payment may be different from that prevailing on the date on which the Receiving Agent converts the US dollars into £ sterling. In all cases, fluctuations in the £ sterling/US dollar exchange rate are at the risk of accepting Vedanta Shareholders who elect or are treated as having elected to receive their consideration in £ sterling. Any Vedanta Shareholder who wishes to receive instead a certain, fixed cash amount in US dollars should not elect to receive £ sterling.
Vedanta Shares will be acquired by Volcan Investments pursuant to the Offer fully paid and free from all liens, charges, equitable interests, encumbrances, rights of pre-emption and any other third party rights of any nature whatsoever and together with all rights now or hereafter attaching thereto, including without limitation voting rights and the right to receive and retain in full all dividends and other distributions (if any) declared, made or paid on or after 31 July 2018 (other than the FY2018 Dividend).

Save for the FY2018 Dividend, in so far as any other dividend or other distribution or return of value is authorised, declared, made, paid or payable by Vedanta Resources in respect of Vedanta Shares on or after 31 July 2018, Volcan Investments will be entitled to reduce the price payable under the Offer in respect of the Vedanta Shares by the aggregate amount of any such dividend, other distribution or return of value except where the Vedanta Shares are or will be acquired on a basis which entitles Volcan Investments to receive the dividend, other distribution or return of value and retain it.

The Offer extends to any Vedanta Shares not already owned, or agreed to be acquired, by Volcan Investments and which are unconditionally allotted or issued and fully paid (or credited as fully paid) on or before the date on which the Offer closes as to acceptances (or such earlier date as Volcan Investments may, subject to the Code, decide) including any such shares allotted or issued pursuant to the exercise of existing options and/or awards granted under the Vedanta Share Plans. Vedanta GDR Holders will be able to participate in the Offer with respect to the Vedanta Shares represented by their Vedanta GDRs, as more particularly described in paragraph 17.3 of this letter.

4. Conditions

The Offer is subject to the Conditions and certain further terms set out in Part III of this document and also (in respect of shares held in certificated form) in the Form of Acceptance. In particular, the Offer is conditional upon valid acceptances being received in respect of Vedanta Shares which, together with any Vedanta Shares acquired by Volcan Investments (whether pursuant to the Offer or otherwise treated for the purposes of Part 28 of the Companies Act as having been acquired or contracted to be acquired by virtue of acceptances of the Offer), constitute not less than 90 per cent. in nominal value of the Vedanta Shares to which the Offer relates.

The Offer can only become effective if all Conditions to the Offer have been satisfied or, where applicable, waived. Subject to the satisfaction or, where applicable, waiver of the Conditions, it is expected that the completion of the Acquisition will occur in Q4 2018.

5. Background to, and reasons for, the Offer

Simplification of the corporate structure of Vedanta Resources and its subsidiaries (the “Vedanta Group”) has been a key ongoing objective for the Vedanta Group, examples of which over the past several years include the merger of various Indian subsidiaries to create Vedanta Limited, and the merger of Cairn India Limited into Vedanta Limited. Volcan Investments believes that now is the right time to take another important step in simplifying the structure of the Vedanta Group by removing a duplicative stock exchange listing, which it believes to be in the best interests of all stakeholders.

Vedanta Resources was originally created to provide a platform for the Vedanta Group to access a deeper pool of equity and debt capital in the United Kingdom and global markets, when predecessor entities were smaller and less liquid, and the Indian capital markets were less mature. The listing has proved successful, supporting significant expansion across the Vedanta Group’s original assets and entry into a number of new commodity sectors, including oil and gas, iron ore and power while delivering significant positive returns to all Vedanta Shareholders. Volcan Investments believes that the original rationale for listing Vedanta Resources is less compelling, given the increased maturity of the Indian capital markets, together with Vedanta Limited’s significant growth.

Volcan Investments believes that the Offer provides an opportunity to continue the successful development of the Vedanta Group’s business in a simplified and efficient manner. Importantly, Vedanta Shareholders will also retain the ability to invest in the Vedanta Group through Vedanta Limited, where the majority of the Vedanta Group’s profits and cash flow are generated, either through shares listed on the Indian Stock Exchanges, or through American Depositary Receipts listed on the New York Stock Exchange.

6. Information relating to Volcan Investments

Volcan Investments was incorporated under the International Business Companies Act, 2000 of the Commonwealth of The Bahamas. Volcan Investments is wholly owned by Conclave PTC Limited, a private trust company which was incorporated under the laws of The Bahamas, and is ultimately beneficially owned by
the Anil Agarwal Discretionary Trust. The nature of the business of Volcan Investments is that of an investment holding company, its purpose being to hold all of the assets of the Anil Agarwal Discretionary Trust. Volcan Investments otherwise conducts no business or trade.

7. Information relating to Mr Anil Agarwal

Mr Anil Agarwal founded what has become the Vedanta Group in 1976 and has over three decades of entrepreneurial and mining experience. He has led the Vedanta Group and has largely shaped its strategic vision. Under his leadership, Vedanta Resources has grown from an Indian domestic miner into a global natural resources group with entities listed in a number of markets and a portfolio of large, diversified, structurally low-cost assets which are capable of generating strong cash flow. Mr Agarwal is also a director of Sterlite Technologies Limited, Conclave PTC Limited and the Anil Agarwal Foundation.

Mr Anil Agarwal’s interest in (i) Volcan Investments is set out at paragraph 6 of Part II and (ii) Vedanta Resources in set out in paragraph 12 of Part II.

8. Current trading, outlook and ratings of, and financial effects of the Acquisition on, Volcan Investments

There are no current ratings or outlooks publicly accorded to Volcan Investments by ratings agencies.

9. Gorey Investments Limited

Gorey Investments Limited (“Gorey”) was established in 2010 as part of a share buy-back programme of Vedanta Resources. Under the terms of a purchase and nomination agreement dated 31 March 2010 entered into between Gorey and a subsidiary of Vedanta Resources, Vedanta Jersey Limited (“Vedanta Jersey”), Vedanta Jersey has been granted a right to direct Gorey to transfer some or all of the shares in Vedanta Resources which are beneficially owned by Gorey or its nominees to one or more third party transferees nominated by Vedanta Jersey.

Vedanta Jersey has submitted a written nomination notice (the “Nomination Notice”) to Gorey. The Nomination Notice directs Gorey to transfer the 1,704,333 Vedanta Shares held by Gorey (the “Gorey Shares”) to Volcan Investments by way of acceptance of the Offer within 10 days of the date of this document. The Gorey Shares represent 0.6 per cent. of Vedanta Shares in issue as at 2 August 2018 (being the last Business Day prior to the date of this document).

10. Financing of the Offer

The cash consideration payable to Vedanta Shareholders under the terms of the Offer will be financed by a new facilities agreement entered into by, among others, Volcan Investments as guarantor, Volcan Cyprus as borrower and Credit Suisse AG, Singapore Branch and Standard Chartered as lenders in an aggregate amount of US$1,100,000,000 (the “Facilities Agreement”). Further details of the Facilities Agreement are set out in paragraph 5.1(a) of Part VI of this document.

J.P. Morgan Cazenove is satisfied that sufficient cash resources are available to Volcan Investments to satisfy in full the cash consideration payable as a result of full acceptance of the Offer.

11. Management, employees and strategic plans for Vedanta Resources

Volcan Investments attaches great importance to the skills, knowledge and expertise of the existing management and employees of Vedanta Resources and the Vedanta Group and confirms that it does not have any intention to reduce headcount at Vedanta Resources or any of its subsidiaries. Cancellation of the listing of the Vedanta Shares would reduce the requirement for certain administrative functions associated with the public listing of Vedanta Resources and therefore may result in changes to the conditions of employment or skills and functions of certain Vedanta Resources employees. Save for any changes associated with the cancellation of the listing of the Vedanta Shares, Volcan Investments does not intend to make any changes to the conditions of employment or skills and functions of the employees of the Vedanta Group.

Volcan Investments confirms that it intends to safeguard fully the existing employment and pension rights of the management and employees of Vedanta Resources in accordance with applicable law and that it does not intend to make any changes with regard to employer contributions into Vedanta Resources’ existing pension schemes or the accrual of benefits to existing members or the admission of new members to such pension schemes. Vedanta Resources does not have any defined benefit pension obligations.
Volcan Investments and the Independent Committee do not anticipate that the service contracts of any member of the board of Vedanta Resources (including those held by members of the Independent Committee) will be terminated or amended following completion of the transaction.

Volcan Investments will continue to apply and uphold the high health and safety standards as previously implemented across the Vedanta Group.

Volcan Investments has no intention to make any other changes with respect to the redeployment of Vedanta Resources’ existing fixed assets. Vedanta Resources has no research and development functions.

Volcan Investments has no intention to change the strategic direction of the Vedanta Group and consequently has no intention to change Vedanta Resources’ headquarters and locations of business.

Vedanta Resources currently has corporate family ratings of ‘B+’ with a stable outlook from Standard & Poor’s (“S&P”) and ‘Ba3’ with a stable outlook from Moody’s. S&P, through its report released on 3 July 2018, commented that the expected Offer and subsequent delisting would not affect the credit rating of Vedanta Resources. This opinion considered the potential need for Volcan Investments to increase the dividends from Vedanta Resources post transaction, should Volcan Investments fund the transaction using debt. Moody’s, in an Issuer Comment dated 5 July 2018, noted that proposed delisting shall have no immediate impact on credit profile or rating as it expects that Volcan Investments will not extract incremental cash from Vedanta Resources for its liquidity requirements.

12. Disclosure of interests in Vedanta Resources

Volcan Investments made a public Opening Position Disclosure in respect of the interests in the relevant securities of Vedanta Resources held by Volcan Investments and its concert parties on 16 July 2018 (the “Volcan Investments OPD”).

As set out in the Volcan Investments OPD, 187,488,102 Vedanta Shares are held by Volcan Investments, representing approximately 66.52 per cent. of Vedanta Shares in issue as at 2 August 2018 (being the latest practicable date prior to the publication of this document).

As at 2 August 2018, being the latest practicable date prior to the publication of this document, the following persons (each of whom is deemed to be acting in concert with Volcan Investments for the purposes of the Code) held an interest in relevant Vedanta Resources securities:

(a) Interests in Ordinary Shares

<table>
<thead>
<tr>
<th>Name</th>
<th>Number of Ordinary Shares</th>
<th>% of total issued share capital (excluding treasury shares)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anil Agarwal</td>
<td>319,464</td>
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<tr>
<td>Navin Agarwal</td>
<td>315,666</td>
<td>0.11</td>
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<td>Agnivesh Agarwal</td>
<td>41,154</td>
<td>0.01</td>
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<tr>
<td>Pravin Agarwal</td>
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<tr>
<td>Pratik Agarwal</td>
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<td>0.00</td>
</tr>
<tr>
<td>Anannya Agarwal</td>
<td>17,640</td>
<td>0.01</td>
</tr>
<tr>
<td>Naivedya Agarwal</td>
<td>17,006</td>
<td>0.01</td>
</tr>
<tr>
<td>Ruchira Agarwal</td>
<td>17,014</td>
<td>0.01</td>
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</table>

In addition to the above interests in ordinary shares, Anil Agarwal and Navin Agarwal are also interested in ordinary shares pursuant to the Vedanta Resources Deferred Share Bonus Plan (“DSBP”). These interests are forfeitable in certain circumstances.

<table>
<thead>
<tr>
<th>Name</th>
<th>Number of Ordinary Shares</th>
<th>% of total issued share capital (excluding treasury shares)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anil Agarwal</td>
<td>Forfeitable share awards in the DSBP 2016 35,725</td>
<td></td>
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<tr>
<td></td>
<td>Forfeitable share awards in the DSBP 2017 85,861</td>
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<tr>
<td>Navin Agarwal</td>
<td>Forfeitable share awards in the DSBP 2015 18,109</td>
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<tr>
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<td>Forfeitable share awards in the DSBP 2016 34,618</td>
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<td>Forfeitable share awards in the DSBP 2017 47,563</td>
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</tr>
</tbody>
</table>
(b) Rights to subscribe for Ordinary Shares

Anil Agarwal, Navin Agarwal and Agnivesh Agarwal have been granted options over Vedanta Shares under the Vedanta Resources Performance Share Plan ("PSP"). These options become exercisable in certain circumstances, subject to performance conditions being met.

<table>
<thead>
<tr>
<th>Name</th>
<th>Nature of right</th>
<th>Number of Ordinary Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anil Agarwal</td>
<td>Share options in the PSP 2015</td>
<td>275,000</td>
</tr>
<tr>
<td></td>
<td>Share options in the PSP 2016</td>
<td>210,000</td>
</tr>
<tr>
<td></td>
<td>Share options in the PSP 2017</td>
<td>164,900</td>
</tr>
<tr>
<td>Navin Agarwal</td>
<td>Share options in the PSP 2015</td>
<td>130,000</td>
</tr>
<tr>
<td></td>
<td>Share options in the PSP 2016</td>
<td>125,000</td>
</tr>
<tr>
<td></td>
<td>Share options in the PSP 2017</td>
<td>113,300</td>
</tr>
<tr>
<td>Agnivesh Agarwal</td>
<td>Share options in the PSP 2015</td>
<td>55,000</td>
</tr>
</tbody>
</table>

Save as disclosed in this paragraph 12, as at 2 August 2018 (being the latest practicable date prior to the publication of this document) neither Volcan Investments nor, so far as Volcan Investments is aware, any person acting in concert (within the meaning of the Code) with Volcan Investments:

- has any interest in, or right to subscribe for, any Vedanta Shares nor does any such person have any short position in Vedanta Shares, including any short position under a derivative, any agreement to sell, any delivery obligation or right to require another person to purchase or take delivery of Vedanta Shares; or
- has borrowed or lent any Vedanta Shares; or
- is party to any dealing arrangement of the kind referred to in Note 11 on the definition of acting in concert in the Code in relation to Vedanta Shares.

13. Vedanta Share Plans

Participants in the Vedanta Share Plans will be contacted separately regarding the effect of the Offer on their rights under these schemes and appropriate proposals will be made and communicated directly to such participants as soon as reasonably practicable after this document has been published but before the Offer becomes, or is declared, unconditional in all respects.

Vedanta Shares issued and held under the Vedanta Deferred Share Bonus Plan will be subject to the Offer on the same basis as other Vedanta Shares.

Certain options granted pursuant to the Vedanta Deferred Share Bonus Plan are already or will, in the ordinary course prior to the Offer becoming or being declared unconditional in all respects, become exercisable and participants will be invited to exercise their options in advance of the Offer becoming or being declared unconditional in all respects.

Participants holding awards and options held under the Vedanta Resources Performance Share Plan shall be made an appropriate proposal by Volcan Investments subject to application of performance conditions and application of a pro-rata reduction for time, unless the Remuneration Committee of Vedanta Resources determines otherwise.

Vedanta Resources operates an employee benefit trust in conjunction with the Vedanta Deferred Share Bonus Plan. The Vedanta Shares held by the employee benefit trust are held for the benefit of employees and former employees of the Vedanta Group participating in such plan, which is administered on a non-discretionary basis by Sanne Fiduciary Services Limited as trustee administrator.

14. Overseas Shareholders

The availability of the Offer to persons not resident in the United Kingdom may be affected by the laws of the relevant jurisdiction. Persons who are subject to the laws of any jurisdiction other than the United Kingdom should inform themselves about, and observe, any applicable requirements. If you remain in any doubt, you should consult your professional adviser in the relevant jurisdiction without delay.

Unless otherwise determined by Volcan Investments or required by the Code, and permitted by applicable law and regulation, the Offer is not being made, directly or indirectly, in or into or by the use of the mails of, or by any other means or instrumentality (including, without limitation, telephonic or electronic) of interstate or foreign commerce of, or any facility of a national, state or other securities exchange of, a Restricted Jurisdiction, and no person may accept the Offer by any such use, means, instrumentality or facility or from
within a Restricted Jurisdiction. Accordingly, copies of this document, the Form of Acceptance and any related documents are not being, and must not be, directly or indirectly, mailed or otherwise forwarded or distributed in, into or from any Restricted Jurisdiction and persons receiving this document and the accompanying Form of Acceptance or any related document (including custodians, nominees and trustees) must distribute or send them in, into or from a Restricted Jurisdiction. Any person (including, without limitation, any agent, nominee, custodian or trustee) who has a contractual or legal obligation, or may otherwise intend, to forward this document, the Form of Acceptance and/or any related document to a jurisdiction outside the United Kingdom should inform themselves of, and observe, any applicable legal or regulatory requirements of their jurisdiction and must not mail, send or otherwise forward or distribute them in, into or from any Restricted Jurisdiction. Doing so may render any purported acceptance of the Offer invalid.

All Vedanta Shareholders (including, without limitation, nominees, trustees or custodians) who intend to forward this document and any accompanying documents to any jurisdiction outside the United Kingdom should read paragraph 6 of Section B of Part III of this document and seek appropriate advice before taking any action.

Accordingly, (i) accepting Vedanta Shareholders who hold their shares in certificated form and are unable to give the representations and warranties set out in paragraph 3 of Section C of Part III of this document and who put “No” in Box 4 of the Form of Acceptance will be deemed not to have validly accepted the Offer, (ii) accepting Vedanta Shareholders who hold their shares in uncertificated form and are unable to give the representations and warranties set out in paragraph 3 of Section D of Part III of this document, and (iii) accepting Vedanta GDR Holders who are unable to give the representations and warranties in paragraph 7(p) of Section B of Part III of this document will be deemed not to have validly accepted the Offer.

15. Taxation

Your attention is drawn to Part VII of this document headed ‘Taxation’, which sets out a general guide on United Kingdom taxation, based on current legislation and practice. If you are in any doubt as to your tax position or are subject to taxation in any jurisdiction other than the United Kingdom, you should consult an appropriately qualified independent professional adviser immediately.

16. Squeeze out, delisting, cancellation of trading and re-registration

If the Offer becomes or is declared unconditional in all respects and if Volcan Investments has: (i) by virtue of its shareholdings and acceptances of the Offer acquired, or agreed to acquire, Vedanta Shares representing at least 75 per cent. of the voting rights of Vedanta Resources; and (ii) obtained acceptances of the Offer or has acquired, or agreed to acquire, Vedanta Shares from Independent Vedanta Shareholders that represent a majority of the voting rights held by the Independent Vedanta Shareholders on the date of this document (the “Delisting Threshold”), Volcan Investments intends to procure that Vedanta Resources will make an application for the cancellation of the listing of its shares on the Official List (“Official List”) of the Financial Conduct Authority (“FCA”) and for the cancellation of their admission to trading on the London Stock Exchange’s main market for listed securities. It is anticipated that the cancellation of the listing on the Official List and the cancellation of the admission to trading on the London Stock Exchange’s main market for listed securities will take effect no earlier than 20 Business Days after the date on which the Offer becomes, or is declared, unconditional in all respects provided that Volcan Investments has attained the Delisting Threshold. Delisting would significantly reduce the liquidity and marketability of any Vedanta Shares not assented to the Offer. It is noted that Volcan Investments has received confirmations in a form satisfactory to it that Vedanta Resources’ existing lenders will waive the obligation to repay its existing facilities upon delisting of Vedanta Resources.

At the date of this document, Volcan Investments and its concert parties hold 188,467,922 Vedanta Shares representing approximately 66.87 per cent. of Vedanta Resources’ total issued share capital. Based on the current interests of Volcan Investments and its concert parties, it is expected that the Delisting Threshold will be met if and when Volcan Investments and its concert parties hold or Volcan Investments has received valid acceptances in respect of the Offer relating to, in aggregate, approximately 83 per cent. of the issued share capital of Vedanta Resources.

Following the Offer becoming or being declared unconditional in all respects and the Vedanta Shares having been delisted, Volcan Investments intends to procure that Vedanta Resources be re-registered as a private limited company.

If Volcan Investments acquires, whether through acceptances under the Offer or otherwise, 90 per cent. or more of the Vedanta Shares to which the Offer relates and the Offer becomes or is declared unconditional in all respects, Volcan Investments intends to exercise its rights pursuant to the provisions of Chapter 3 of Part 28 of
the Companies Act to acquire compulsorily the remaining Vedanta Shares in respect of which it has not received acceptances of the Offer on the same terms as the Offer.

Under the Currency Election Facility, Vedanta Shareholders, other than Vedanta GDR Holders, will be able to elect (subject to the terms and conditions of the facility) to receive the Offer Price in £ sterling (after deduction of any transaction or dealing costs associated with the conversion) at the applicable market exchange rate on the latest practicable date for fixing such rate prior to the relevant payment date. Further details of this facility and the election by Vedanta Shareholders accepting the Offer and wishing to receive their consideration in £ sterling is set out in Section E of Part III of this document.

The Offer will become or be declared unconditional in all respects only if all Conditions to the Offer have been satisfied or, where applicable, waived. Subject to the satisfaction or, where applicable, waiver of the Conditions, it is expected that completion of the Offer will occur in Q4 2018.

17. Procedures for acceptance of the Offer

Holders of Vedanta Shares in certificated form (that is, not in CREST) may only accept the Offer in respect of such Vedanta Shares by completing, signing and returning a Form of Acceptance in accordance with the procedure set out in sub-paragraph 17.1 below.

Holders of Vedanta Shares in uncertificated form (that is, in CREST) may only accept the Offer in respect of such Vedanta Shares by submitting an Electronic Acceptance in accordance with the procedure set out in sub-paragraph 17.2 below.

You should note that, if you hold Vedanta Shares in both certificated and uncertificated form, you should complete a Form of Acceptance for the Vedanta Shares that you hold in certificated form in accordance with sub-paragraph 17.1 below and the Vedanta Shares that you hold in uncertificated form should be dealt with in accordance with sub-paragraph 17.2 below.

If your Vedanta Shares are in the course of being converted from uncertificated to certificated form, or from certificated to uncertificated form, please refer to sub-paragraph 17.1(e) below.

17.1 Vedanta Shares held in certificated form (that is, not in CREST)

(a) Completion of Form of Acceptance

To accept the Offer in respect of Vedanta Shares held in certificated form (that is, not in CREST), you must complete the Form of Acceptance in accordance with the instructions set out below and on the Form of Acceptance. You should complete separate Forms of Acceptance for Vedanta Shares held in certificated form but under different designations.

If you have any queries as to how to complete the Form of Acceptance or wish to request additional Forms of Acceptance, please telephone the Receiving Agent, Computershare, on 0370 707 1388 (from within the UK) or on +44 370 707 1388 (if calling from outside the UK). Lines are open 8.30 a.m. to 5.00 p.m. (London time) Monday to Friday (excluding UK public holidays). Calls may be recorded and randomly monitored for security and training purposes. The helpline cannot provide advice on the merits of the Offer nor give any financial, legal or tax advice.

The instructions printed on the Form of Acceptance shall be deemed to form part of the terms of the Offer.

(i) To accept the Offer in respect of all your Vedanta Shares in certificated form—you must complete Box 2 and sign Box 3 of the enclosed Form of Acceptance. In all cases, if you are an individual, you must sign Box 3 on the Form of Acceptance in the presence of a witness who should also sign in accordance with the instructions printed on it. Any Vedanta Shareholder which is a company should execute Box 3 of the Form of Acceptance in accordance with the instructions printed on it. If you do not insert a number in Box 2 of the Form of Acceptance, or if you insert in Box 2 a number which is greater than the number of Vedanta Shares that you hold in certificated form and you have signed Box 3, your acceptance will be deemed to be in respect of all the Vedanta Shares held by you in certificated form. Please ensure you complete the correct box in Section 2 to receive your cash proceeds in the currency of your choice. Your election can only be made to receive either US$ or £ sterling, not both. If you have signed the Form of Acceptance in Box 3 but have not selected either US$ or £ sterling you will be deemed to accepted the offer for the default currency option of US$. If you have selected either US$ or £ sterling your election will be deemed to be invalid.
(ii) To accept the Offer in respect of less than all your Vedanta Shares in certificated form—you must insert in Box 2 on the enclosed Form of Acceptance such lesser number of Vedanta Shares in respect of which you wish to accept the Offer in accordance with the instructions printed on it. You should then follow the procedure set out in paragraph 17.1(a)(i) above in respect of such lesser number of Vedanta Shares.

(b) Return of Form of Acceptance

To accept the Offer in respect of Vedanta Shares held in certificated form, the completed, signed and witnessed Form of Acceptance should be returned by post to Computershare Investor Services PLC at Corporate Actions Projects, Bristol, BS99 6AH or by hand (during normal business hours only) to Computershare Investor Services PLC at The Pavilions, Bridgwater Road, Bristol, BS13 8AE, together (subject to paragraph 17.1(c) below) with the relevant share certificate(s) and/or other document(s) of title, as soon as possible and, in any event, so as to be received not later than 1.00 p.m. (London time) on 31 August 2018. A reply-paid envelope for use in the United Kingdom only is enclosed for your convenience. No acknowledgement of receipt of documents will be given.

Any Form of Acceptance received in an envelope post-marked in a Restricted Jurisdiction, or otherwise appearing to Volcan Investments or its agents to have been sent from any of these jurisdictions, may be rejected as an invalid acceptance of the Offer. For further information for Vedanta Shareholders resident overseas, see paragraph 14 of this Part II of this document.

(c) Share certificates not readily available or lost

If your Vedanta Shares are in certificated form, a completed, signed and (where applicable) witnessed Form of Acceptance should be accompanied by the relevant share certificate(s) and/or other document(s) of title. If for any reason the relevant share certificate(s) and/or other document(s) of title is/are not readily available or is/are lost, you should nevertheless complete, sign and return the Form of Acceptance by post, using the enclosed reply paid envelope if you are in the United Kingdom, to Computershare Investor Services PLC at Corporate Actions Projects, Bristol, BS99 6AH or by hand (during normal business hours only) to Computershare Investor Services PLC at The Pavilions, Bridgwater Road, Bristol, BS13 8AE, as soon as possible and, in any event, so as to be received not later than 1.00 p.m. (London time) on 31 August 2018. You should send with the Form of Acceptance any share certificate(s) and/or other document(s) of title which you may have available, accompanied by a letter stating that the remaining documents will follow as soon as possible or that you have lost one or more of your share certificate(s) and/or other document(s) of title. You should then arrange for the relevant share certificate(s) and/or other document(s) of title to be forwarded as soon as possible. If you have lost your share certificate(s) and/or other document(s) of title you should write as soon as possible to Vedanta Resources’ registrars, Computershare Investor Services PLC, requesting a letter of indemnity for the lost share certificate(s) and/or other document(s) of title which, when completed in accordance with the instructions given, should be returned by post or by hand to the Receiving Agent at the address given above.

(d) Validity of acceptances

Without prejudice to Sections B and C of Part III of this document, subject to the provisions of the Code, Volcan Investments reserves the right to treat as valid in whole or in part any acceptance of the Offer which is not entirely in order or which is not accompanied by the relevant share certificate(s) and/or other document(s) of title. In that event, no payment of cash under the Offer will be made until after the relevant share certificate(s) and/or other document(s) of title or indemnities satisfactory to Volcan Investments have been received.

(e) Overseas Shareholders

The attention of Vedanta Shareholders holding Vedanta Shares in certificated form and who are citizens or residents of jurisdictions outside the United Kingdom is drawn to paragraph 6 of Section B and paragraph 3 of Section C of Part III of this document.

17.2 Vedanta Shares held in uncertificated form (that is, in CREST)

(a) General

If your Vedanta Shares are in uncertificated form, to accept the Offer you should make (or procure the making of) an Electronic Acceptance as set out below to transfer the Vedanta Shares in respect of which
you wish to accept the Offer to the appropriate escrow balance(s), specifying the Receiving Agent (in its capacity as a CREST participant under the Escrow Agent’s participant ID referred to below) as the Escrow Agent, as soon as possible and in any event so that the TTE Instruction settles not later than 1.00 p.m. (London time) on 31 August 2018. Note that settlement cannot take place on weekends or bank holidays (or other times at which the CREST system is non-operational)—you should therefore ensure you time the input of any TTE Instructions accordingly.

The input and settlement of a TTE Instruction in accordance with this paragraph 17.2 will (subject to satisfying the requirements set out in Sections B and D of Part III) constitute an Electronic Acceptance of the Offer in respect of the number of Vedanta Shares so transferred to escrow.

If you are a CREST sponsored member, you should refer to your CREST sponsor before taking any action. Only your CREST sponsor will be able to send the TTE Instruction(s) to Euroclear in relation to your Vedanta Shares.

After settlement of a TTE Instruction, you will not be able to access the Vedanta Shares concerned in CREST for any transaction or charging purposes. If the Offer becomes, or is declared, unconditional in all respects, the Escrow Agent will withdraw the Vedanta Shares which will be transferred to Volcan Investments in accordance with Section D of Part III of this document.

You are recommended to refer to the CREST Manual issued by Euroclear for further information on the CREST procedures outlined below.

You should note, in particular, that Euroclear does not make available special procedures, in CREST, for any particular corporate action. Normal system timings and limitations will therefore apply in connection with a TTE Instruction and its settlement. You should therefore ensure that all necessary action is taken by you (or by your CREST sponsor) to enable a TTE Instruction relating to your Vedanta Shares to settle prior to 1.00 p.m. (London time) on 31 August 2018. In this connection, you are referred, in particular, to those sections of the CREST Manual concerning the practical limitations of the CREST system and timings.

(b) To accept the Offer

To accept the Offer in respect of your Vedanta Shares, you should send (or, if you are a CREST sponsored member, procure that your CREST sponsor sends) to Euroclear a TTE Instruction in relation to such Vedanta Shares. A TTE Instruction to Euroclear must be properly authenticated in accordance with Euroclear’s specifications for transfers to escrow and must contain the following details:

• the ISIN for the Vedanta Shares (this is GB0033277061);
• the number of Vedanta Shares in respect of which you wish to accept the Offer (i.e. the number of Vedanta Shares to be transferred to escrow);
• your member account ID;
• your participant ID;
• the participant ID of the Escrow Agent. This is 3RA19;
• the member account ID of the Escrow Agent for the Offer. This is VEDVOL01 to accept the USD option or VEDVOL02 to accept the GBP option;
• the intended settlement date. This should be as soon as possible and, in any event, not later than 1.00 p.m. (London time) on 31 August 2018;
• the corporate action number of the Offer. This is allocated by Euroclear and will be available on screen from Euroclear;
• input with a standard delivery instruction priority of at least 90; and
• a contact name and telephone number in the shared note field.

If you hold Vedanta Shares in uncertificated form through one or more intermediaries, such as a stockbroker, custodian bank or clearing system, you should confirm the instruction deadline that such intermediaries have established to accept the Offer on your behalf. The custodian bank or stockbroker may set an earlier deadline for receiving instructions from you in order to permit the custodian bank or stockbroker to communicate acceptances to the Receiving Agent in a timely manner. In order for
acceptances to be counted towards the Acceptance Condition, you may need to take action well in
advance of the announced deadline for acceptance.

(c) **Validity of Acceptances**

Holders of Vedanta Shares in uncertificated form who wish to accept the Offer should note that a TTE
Instruction will only be a valid acceptance of that Offer as at the relevant closing date if it has settled on
or before 1.00 p.m. (London time) on that date. A Form of Acceptance which is received in respect of
Vedanta Shares held in uncertificated form will be treated as an invalid acceptance and disregarded.

Volcan Investments will make an appropriate announcement if any of the details contained in this
paragraph 17.2 alter for any reason.

(d) **Overseas Shareholders**

The attention of Vedanta Shareholders holding Vedanta Shares in uncertificated form and who are citizens
or residents of jurisdictions outside the United Kingdom is drawn to paragraph 6 of Section B and
paragraph 3 of Section D of Part III of this document.

(e) **Further information**

Normal CREST procedures (including timings) apply in relation to any Vedanta Shares that are, or are to
be, converted from uncertificated form to certificated form, or from certificated form to uncertificated
from, during the course of the Offer (whether any such conversion arises as a result of a transfer of
Vedanta Shares or otherwise). Holders of Vedanta Shares who are proposing to convert any such shares
are recommended to ensure that the conversion procedures are implemented in sufficient time to enable
the person holding or acquiring the shares as a result of the conversion to take all necessary steps in
connection with an acceptance of the Offer (in particular, as regards delivery of a Form of Acceptance or
transfers to an escrow balance as described above) before 1.00 p.m. (London time) on 31 August 2018.

If you are in any doubt as to the procedure for acceptance of the Offer, please contact the Receiving
Agent, Computershare, on 0370 707 1388 (from within the UK) or on +44 370 707 1388 (if calling
from outside the UK). Lines are open 8.30 a.m. to 5.00 p.m. (London time) Monday to Friday
(excluding UK public holidays). Calls may be recorded and randomly monitored for security and
training purposes. The helpline cannot provide advice on the merits of the Offer nor give any
financial, legal or tax advice.

17.3 **Vedanta GDR Holders**

(a) **General**

If you hold your Vedanta GDRs through a bank, broker or other securities intermediary, you must refer to
such securities intermediary before taking any action. In such cases, only the securities intermediary will
be able to make arrangements to accept the Offer in relation to the Vedanta Shares represented by the
Vedanta GDRs in which you have a beneficial interest. Brokers and other securities intermediaries that
hold Vedanta GDRs for customers will establish their own cut-off dates and times to receive instructions
to tender Vedanta GDRs into the Offer that will necessarily be earlier than the times set out below. You
should contact your bank, broker or other securities intermediary to determine the cut-off time and date
that applies to you.

(b) **Procedures**

Vedanta GDR Holders that would like for the Offer to be accepted with respect to Vedanta Shares
underlying their Vedanta GDRs should instruct their broker or other securities intermediary through which
they hold Vedanta GDRs to instruct Clearstream or Euroclear, as applicable, to block the Vedanta GDRs in
the applicable account for the purpose of accepting the Offer. Vedanta Resources shall direct the
Depositary to release the Vedanta Shares following the tender of Vedanta GDRs by Vedanta GDR Holders.

(c) **Deemed Instructions**

Each Vedanta GDR Holder that causes Vedanta GDRs to be blocked for the purpose of accepting the Offer
will be deemed to appoint The Bank of New York Mellon, as GDR Tender Agent, its attorney-in-fact and
agent with authority to (i) instruct The Bank of New York Mellon, as Depositary with respect to the
Vedanta GDRs, to cause the Offer to be accepted with respect to the number of Vedanta Shares
represented by those Vedanta GDRs, (ii) if the Vedanta Shares are purchased in the Offer, surrender the Vedanta GDRs representing those Vedanta Shares to the Depositary for cancellation and transfer those Vedanta Shares to, or to the order of, Volcan Investments, (iii) receive payment of the Offer Price with respect to those Vedanta Shares on behalf of the Vedanta GDR Holder and pay the Depositary’s cancellation fee of US$0.05 per Vedanta GDR surrendered and any other applicable fees, expenses and taxes out of that Offer Price.

(d) Overseas Shareholders

The attention of Vedanta GDR Holders who are citizens or residents of jurisdictions outside the United Kingdom is drawn to paragraphs 6 and 7(p) of Section B of Part III of this document.

18. Settlement

Subject to the Offer becoming, or being declared, unconditional in all respects (except as provided in paragraph 6 of Section B of Part III of this document in the case of Vedanta Shareholders who are not resident in the UK), settlement of the consideration to which any Vedanta Shareholder is entitled under the Offer will be despatched to validly accepting Vedanta Shareholders (i) in the case of acceptances received, valid and complete in all respects, by the date on which the Offer becomes, or is declared, unconditional in all respects, within 14 days of the later of such date and 31 August 2018; or (ii) in the case of acceptances received, valid and complete in all respects, after such date but while the Offer remains open for acceptance, within 14 days of such receipt, in the following manner:

18.1 Vedanta Shares in certificated form (that is, not in CREST)

Where an acceptance relates to Vedanta Shares in certificated form, settlement of any cash due will be despatched by first class post (or such other method as may be approved by the Panel) to accepting Vedanta Shareholders or their appointed agents (but not in a Restricted Jurisdiction). All such cash payments will be made in £ sterling by cheque drawn on a branch of a United Kingdom clearing bank.

18.2 Vedanta Shares in uncertificated form (that is, in CREST)

Where an acceptance relates to Vedanta Shares in uncertificated form, the cash consideration to which the accepting Vedanta Shareholder is entitled will be paid by means of a CREST payment in favour of the accepting Vedanta Shareholder’s payment bank in respect of the cash consideration due, in accordance with CREST payment arrangements. Volcan Investments reserves the right to settle all or any part of the consideration referred to in this paragraph, for all or any accepting Vedanta Shareholder(s), in the manner referred to in paragraph 18.1 above, if, for any reason, it wishes to do so.

18.3 Vedanta GDRs

When the GDR Tender Agent receives payment of the Offer Price in respect of Vedanta Shares underlying Vedanta GDRs that were validly tendered into the Offer and purchased, the GDR Tender Agent will deduct from that price the Depositary’s fee for surrender of Vedanta GDRs in the amount of US$0.05 per Vedanta GDR surrendered and any other applicable fees and taxes. The GDR Tender Agent will pay the net amount, as promptly as practicable, to Euroclear or Clearstream, as applicable, for allocation by that system to the accounts of participants in that system that validly tendered Vedanta GDRs with respect to which Vedanta Shares were purchased in the Offer. Vedanta GDR Holders that validly tendered those Vedanta GDRs will receive credits of the purchase price in their accounts with their brokers or other securities intermediaries through which they held the Vedanta GDRs.

18.4 Lapsing or withdrawal of the Offer

If the Offer does not become, or is not declared, unconditional in all respects:

(a) in the case of Vedanta Shares held in certificated form, the relevant Form of Acceptance will be returned by post (or by such other method as may be approved by the Panel) within 14 calendar days of the Offer lapsing to the person or agent whose name and address (outside a Restricted Jurisdiction) is set out in the Form of Acceptance or, if none is set out, to the first-named holder at his or her registered address (provided that no such documents will be sent to an address in a Restricted Jurisdiction); and

(b) in the case of Vedanta Shares held in uncertificated form, the Escrow Agent will, immediately after the lapsing of the Offer (or within such longer period as the Panel may permit, not exceeding 14 calendar days
of the lapsing of the Offer), give TFE instructions to Euroclear to transfer all Vedanta Shares which are
held in escrow balances and in relation to which it is the Escrow Agent for the purposes of the Offer to
the original available balances of the Vedanta Shareholders concerned.

18.5 General

All remittances, communications, notices, certificates and documents of title sent by, to or from Vedanta
Shareholders or their appointed agents will be sent at their own risk.

19. Further information

The Offer will remain open for acceptance until 1.00 p.m. (London time) on 31 August 2018 or such later
time(s) and/or date(s) as Volcan Investments may decide in accordance with the provisions contained in
paragraph 1 of Section B of Part III of this document.

Your attention is drawn to Parts III to VIII, which form part of this document, and (if you hold your Vedanta
Shares in certificated form) to the accompanying Form of Acceptance.

20. Action to be taken

If you hold your Vedanta Shares in certificated form (that is, not in CREST), you are urged to complete,
sign and return the Form of Acceptance by post to Computershare Investor Services PLC at Corporate
Actions Projects, Bristol, BS99 6AH or by hand (during normal business hours only) to Computershare
Investor Services PLC at The Pavilions, Bridgwater Road, Bristol, BS13 8AE, as soon as possible but, in
any event, so as to be received by no later than 1.00 p.m. (London time) on 31 August 2018. Your share
certificate(s) or other document(s) should be enclosed with your completed Form of Acceptance. A first
class reply-paid envelope is enclosed for your convenience if you are posting your documents in the
United Kingdom.

If you hold your Vedanta Shares in uncertificated form (that is, in CREST), you should follow the
procedure set out in paragraph 17.2 of this letter and ensure that an Electronic Acceptance is made by
you or on your behalf and has settled no later than 1.00 p.m. (London time) on 31 August 2018.

If you hold Vedanta GDRs and wish to have the Offer accepted on your behalf, you should instruct your
broker or other securities intermediary through which you hold Vedanta GDRs to instruct Clearstream
or Euroclear, as applicable, to block your Vedanta GDRs in your account for the purpose of tendering in
the Offer. Each clearing system and their respective direct and indirect participants will set their own
cut-off dates and times to receive instructions to tender, so you should contact your broker or other
securities intermediary to find out the cut-off date and time that applies to you.

Yours faithfully

Mr. E. Isaac Collie
Director
Volcan Investments Limited
PART III—CONDITIONS AND FURTHER TERMS OF THE OFFER

Section A: Conditions of the Offer

The Offer complies with the applicable rules and regulations of the FCA, the London Stock Exchange and the Code, is governed by English law and is subject to the exclusive jurisdiction of the English courts. The Offer is being made on the terms and Conditions set out in this Part III and, in respect of Vedanta Shares held in certificated form, the Form of Acceptance.

Conditions of the Offer

The Offer is subject to the following Conditions:

(a) Acceptance Condition

Valid acceptances of the Offer being received (and not, where permitted, withdrawn) by no later than 1.00 p.m. (London time) on the First Closing Date of the Offer (or such later time(s) and/or date(s) as Volcan Investments may, in accordance with the Code or with the consent of the Panel, decide) in respect of not less than 90 per cent. (or such lesser percentage as Volcan Investments may decide) of the Vedanta Shares to which the Offer relates and of the voting rights attached to those shares, provided that this condition will not be satisfied unless Volcan Investments shall hold or have acquired or agreed to acquire (whether pursuant to the Offer or otherwise), directly or indirectly, Vedanta Shares carrying in aggregate more than 50 per cent. of the voting rights then normally exercisable at the general meeting of Vedanta Resources, including for this purpose (except to the extent otherwise agreed by the Panel) any such voting rights attaching to Vedanta Shares that are unconditionally allotted or issued before the Offer becomes or is declared unconditional as to acceptances whether pursuant to the exercise of any outstanding subscription or conversion rights or otherwise.

For the purposes of this Condition:

(i) Vedanta Shares which have been unconditionally allotted shall be deemed to carry the voting rights they will carry upon being entered into the register of members of Vedanta Resources;
(ii) Vedanta Shares that cease to be held in treasury are Vedanta Shares to which the Offer relates;
(iii) the expression “Vedanta Shares to which the Offer relates” shall be construed in accordance with Chapter 3 of Part 28 of the Companies Act; and
(iv) valid acceptances shall be deemed to have been received in respect of Vedanta Shares which are treated for the purposes of Part 28 of the Companies Act as having been acquired or contracted to be acquired by Volcan Investments by virtue of acceptances of the Offer;

(b) General Conditions

Subject to this Part III and the requirements of the Panel in accordance with the Code, the Offer is also conditional upon the satisfaction or, where relevant, waiver of the following Conditions.

(c) Other Third Party clearances

No Third Party having given notice of a decision to take, institute, implement or threaten any action, proceeding, suit, investigation, enquiry or reference, or having required any action to be taken or otherwise having done anything or having enacted, made or proposed any statute, regulation, decision, order or change to published practice and there not continuing to be outstanding any statute, regulation, decision or order which would or might reasonably be expected to:

(i) make the Offer, its implementation or the acquisition or proposed acquisition of any shares or other securities in, or control or management of, any member of the Wider Vedanta Group by any member of the Wider Volcan Group void, illegal and/or unenforceable under the laws of any relevant jurisdiction, or otherwise directly or indirectly prevent, prohibit, or restrain, restrict, impede, challenge, delay or otherwise interfere with the implementation of, or impose additional conditions or obligations with respect to, the Offer or the acquisition of any shares or other securities in, or control or management of, any member of the Wider Vedanta Group by any member of the Wider Volcan Group or require amendment of the Offer;
(ii) require, prevent or delay the divestiture or alter the terms envisaged for any proposed divestiture by any member of the Wider Volcan Group or by any member of the Wider Vedanta Group of all or any material part of their businesses, assets or property or impose any limitation on the ability of all or any of them to conduct their businesses (or any part thereof) or to own, control or manage any of their material assets or properties (or any part thereof);

(iii) impose any limitation on, or result in a delay in, the ability of any member of the Wider Volcan Group directly or indirectly to acquire or hold or to exercise effectively all or any rights of ownership in respect of shares or other securities in Vedanta Resources (or any member of the Wider Vedanta Group) or on the ability of any member of the Wider Vedanta Group or any member of the Wider Volcan Group directly or indirectly to hold or exercise effectively any rights of ownership in respect of shares or other securities (or the equivalent) in, or to exercise management control over, any member of the Wider Vedanta Group;

(iv) other than pursuant to the implementation of the Offer, require any member of the Wider Volcan Group or the Wider Vedanta Group to acquire or offer to acquire any shares, other securities (or the equivalent) or interest in any member of the Wider Vedanta Group owned by any third party;

(v) require, prevent or delay a divestiture or alter the terms envisaged for any proposed divestiture by any member of the Wider Volcan Group of any shares or other securities (or the equivalent) in any member of the Wider Vedanta Group;

(vi) result in any member of the Wider Vedanta Group ceasing to be able to carry on business under any name under which it presently carries on business;

(vii) impose any material limitation on the ability of any member of the Wider Volcan Group or any member of the Wider Vedanta Group to conduct, integrate or co-ordinate all or any part of their respective businesses with all or any part of the business of any other member of the Wider Volcan Group and/or the Wider Vedanta Group in a manner which is materially adverse to the Wider Volcan Group and/or the Wider Vedanta Group, in either case, taken as a whole or in the context of the Offer;

(viii) otherwise materially adversely affect any or all of the business, assets, value profits, prospects, operational performance, financial or trading position of any member of the Wider Vedanta Group or any member of the Wider Volcan Group;

and all applicable waiting and other time periods (including any extensions thereof) during which any such Third Party could decide to take, institute, implement or threaten any such action, proceeding, suit, investigation, enquiry or reference or take any other step under the laws of any jurisdiction in respect of the Offer or proposed acquisition of any Vedanta Shares or otherwise intervene having expired, lapsed, or been terminated;

(ix) no undertakings or assurances being sought from Volcan Investments, any member of the Wider Volcan Group or any member of the Wider Vedanta Group by the Secretary of State or any other third party, except on terms satisfactory to Volcan Investments;

(x) all notifications, filings or applications which are deemed by Volcan Investments (acting reasonably) to be necessary or appropriate having been made in connection with the Offer and all necessary waiting and other time periods (including any extensions thereof) under any applicable legislation or regulation of any jurisdiction having expired, lapsed or been terminated (as appropriate) and all statutory and regulatory obligations in any jurisdiction having been complied with and all Authorisations which are deemed by Volcan Investments to be necessary or appropriate in any jurisdiction for or in respect of the Offer or the proposed acquisition of any shares or other securities in, or control of, Vedanta Resources by any member of the Wider Volcan Group having been obtained in terms and in a form satisfactory to Volcan Investments from all appropriate Third Parties or (without prejudice to the generality of the foregoing) from any person or bodies with whom any member of the Wider Vedanta Group or the Wider Volcan Group has entered into contractual arrangements and all such Authorisations which are deemed by Volcan Investments to be necessary or appropriate to carry on the business of any member of the Wider Vedanta Group in any jurisdiction having been obtained in each case where the direct consequence of a failure to make such notification or filing or to wait for the expiry, lapse or termination of any such waiting or other time period or to comply with such obligation would be unlawful in any relevant jurisdiction or have a materially adverse effect on the Wider Vedanta Group, any member of the Volcan Group or the ability of Volcan Investments to implement the Offer and all such...
Authorisations remaining in full force and effect at the time at which the Offer becomes otherwise unconditional in all respects and there being no notice or intimation of an intention to revoke, suspend, restrict, modify or not to renew such Authorisations;

(xii) no temporary restraining order, preliminary or permanent injunction, preliminary or permanent enjoinment, or other order threatened or issued and being in effect by a court or other Third Party which has the effect of making the Offer or any acquisition or proposed acquisition of any shares or other securities or control or management of, any member of the Wider Vedanta Group by any member of the Wider Volcan Group, or the implementation of either of them, void, voidable, illegal and/or enforceable under the laws of any relevant jurisdiction, or otherwise directly or indirectly prohibiting, preventing, restraining, restricting, delaying or otherwise interfering with the consummation or the approval of the Offer or any matter arising from the proposed acquisition of any shares or other securities in, or control or management of, any member of the Wider Vedanta Group by any member of the Wider Volcan Group;

(d) Confirmation of absence of adverse circumstances

(i) except as Disclosed, there being no provision of any arrangement, agreement, licence, permit, franchise, lease or other instrument to which any member of the Wider Vedanta Group is a party or by or to which any such member or any of its assets is or may be bound, entitled or be subject or any event or circumstance which, as a consequence of the Offer or the proposed acquisition by any member of the Wider Volcan Group of any shares or other securities in Vedanta Resources or because of a change in the control or management of any member of the Wider Vedanta Group or otherwise, would or might reasonably be expected to result in:

(A) any monies borrowed by, or any other indebtedness, actual or contingent of, or any grant available to, any member of the Wider Vedanta Group being or becoming repayable, or capable of being declared repayable, immediately or prior to its or their stated maturity date or repayment date, or the ability of any such member to borrow monies or incur any indebtedness being withdrawn or inhibited or being capable of becoming or being withdrawn or inhibited;

(B) the rights, liabilities, obligations, interests or business of any member of the Wider Vedanta Group or any member of the Wider Volcan Group under any such arrangement, agreement, licence, permit, lease or instrument or the interests or business of any member of the Wider Vedanta Group or any member of the Wider Volcan Group in or with any other firm or company or body or person (or any agreement or arrangement relating to any such business or interests) being or likely to become terminated or adversely modified or affected or any onerous obligation or liability arising or any adverse action being taken or arising thereunder;

(C) any member of the Wider Vedanta Group ceasing to be able to carry on business under any name under which it presently carries on business;

(D) any assets or interests of, or any asset the use of which is enjoyed by, any member of the Wider Vedanta Group being or falling to be disposed of or charged or any right arising under which any such asset or interest could be required to be disposed of or charged or could cease to be available to any member of the Wider Vedanta Group otherwise than in the ordinary course of business;

(E) the creation or enforcement of any mortgage, charge or other security interest over the whole or any part of the business, property or assets of any member of the Wider Vedanta Group or any such mortgage, charge or other security interest (whenever created, arising or having arisen), becoming enforceable;

(F) the business, assets, value, financial or trading position, profits, prospects or operational performance of any member of the Wider Vedanta Group being prejudiced or adversely affected;

(G) the creation or acceleration of any liability (actual or contingent) by any member of the Wider Vedanta Group other than trade creditors or other liabilities incurred in the ordinary course of business; or

(H) any liability of any member of the Wider Vedanta Group to make any severance, termination, bonus or other payment to any of its directors or other officers;
(e) No material transactions, claims or changes in the conduct of the business of the Vedanta Group

(i) except as Disclosed no member of the Wider Vedanta Group having since 31 March 2018:

(A) save for the issue or transfer out of treasury of Vedanta Shares on the exercise of options or vesting of awards granted before the date of the firm announcement in the ordinary course, issued or agreed to issue or authorised or proposed or announced its intention to authorise or propose the issue of additional shares of any class, or securities or securities convertible into, or exchangeable for, or rights, warrants or options to subscribe for or acquire, any such shares or convertible securities or transferred or sold or agreed to transfer or sell or authorised or proposed the transfer or sale of Vedanta Shares out of treasury;

(B) save for the FY2018 Dividend, recommended, declared, paid or made or proposed to recommend, declare, pay or make any bonus, dividend or other distribution (whether payable in cash or otherwise) other than to Vedanta Resources or one of its wholly owned subsidiaries;

(C) save as between Vedanta Resources and its wholly owned subsidiaries or between such wholly owned subsidiaries, merged with (by statutory merger or otherwise) or demerged from or acquired any body corporate, partnership or business or acquired or disposed of, or, other than in the ordinary course of business, transferred, mortgaged or charged or created any security interest over, any material assets or any right, title or interest in any material asset (including shares and trade investments) or authorised, proposed or announced any intention to do so;

(D) made, authorised, proposed or announced an intention to propose any change in its loan capital;

(E) issued, authorised or proposed or announced an intention to authorise or propose the issue of, or made any change in or to the terms of, any debentures or (save as between Vedanta Resources and its wholly owned subsidiaries or between such wholly owned subsidiaries) incurred or increased any indebtedness or become subject to any contingent liability;

(F) entered into, varied, authorised or proposed entry into or variation of, or announced its intention to enter into or vary, any contract, transaction, arrangement or commitment (whether in respect of capital expenditure or otherwise) (otherwise than in the ordinary course of business) which is of a long term, unusual or onerous nature, or which involves or could reasonably be expected to involve an obligation of a nature which is, in any such case, material in the context of the Vedanta Group or in the context of the Offer, or which is or is likely to be materially restrictive on the business of any member of the Wider Vedanta Group or which is or is likely to be materially restrictive on the business of any member of the Wider Volcan Group;

(G) entered into any licence or other disposal of intellectual property rights of any member of the Wider Vedanta Group which are material in the context of the Wider Vedanta Group and outside the normal course of business;

(H) entered into, varied, authorised or proposed entry into or variation of, or announced its intention to enter into or vary the terms of or made any offer (which remains open for acceptance) to enter into or vary the terms of, any contract, commitment, arrangement or any service agreement with any director or, except for salary increases, bonuses or variations of terms in the ordinary course, senior executive of the Wider Vedanta Group;

(I) proposed, agreed to provide or modified the terms of any share plan, incentive scheme, or other benefit relating to the employment or termination of employment of any employee of the Wider Vedanta Group which is material in the context of the Wider Vedanta Group taken as a whole;

(J) procured the trustees of the relevant pension scheme, or any such trustees having taken any action since 31 March 2018, to (I) propose, make or agree to any significant change to: (a) the terms of the trust deeds, rules, policy or other governing documents constituting any pension scheme or other retirement or death benefit arrangement established for the directors, former directors, employees or former employees of any entity in the Wider Vedanta Group or their dependants (a “Relevant Pension Plan”); (b) the basis on which benefits accrue, pensions which are payable or the persons entitled to accrue or be paid benefits, under any Relevant Pension Plan; (c) the basis on which the liabilities of any Relevant Pension Plan are funded or valued; (d) the manner in which the assets of any Relevant Pension Plan are invested; (e) the basis or rate of employer contribution to a Relevant Pension Plan; or (II) enter into or propose to enter into one or more bulk annuity contracts in relation to any Relevant Pension Plan; or (III) carry out any act: (a) which would or could reasonably be expected to lead to the commencement of
the winding up of any Relevant Pension Plan; (b) which would or might create a material debt owed by an employer to any Relevant Pension Plan; (c) which would or might accelerate any obligation on any employer to fund or pay additional contributions to any Relevant Pension Plan; or (d) which would or might give rise directly or indirectly to a liability in respect of a Relevant Pension Plan arising out of the operation of sections 38 to 56 inclusive of the Pensions Act 2004 in relation to the scheme;

(K) changed the trustee or trustee directors or other fiduciary of any Relevant Pension Plan;

(L) entered into, implemented or effected, or authorised, proposed or announced its intention to implement or effect, any joint venture, asset or profit sharing arrangement, partnership, composition, assignment, reconstruction, amalgamation, commitment, scheme or other transaction or arrangement (other than the Offer) otherwise than in the ordinary course of business;

(M) purchased, redeemed or repaid or announced any proposal to purchase, redeem or repay any of its own shares or other securities or reduced or, save in respect of the matters mentioned in subparagraph (i) above, made any other change to any part of its share capital;

(N) waived, compromised or settled any claim which is material in the context of the Wider Vedanta Group taken as a whole otherwise than in the ordinary course of business;

(O) made any material alteration to its articles of association or other constitutional documents;

(P) (other than in respect of a member which is dormant and was solvent at the relevant time) taken or proposed any steps, corporate action or had any legal proceedings instituted or threatened against it in relation to the suspension of payments, a moratorium of any indebtedness, its winding up (voluntary or otherwise), dissolution, reorganisation or for the appointment of any administrator, receiver, manager, administrative receiver, trustee or similar officer of all or any of its assets or revenues or any analogous proceedings in any jurisdiction or appointed any analogous person in any jurisdiction or had any such person appointed;

(Q) been unable, or admitted in writing that it is unable, to pay its debts or commenced negotiations with one or more of its creditors with a view to rescheduling or restructuring any of its indebtedness, or having stopped or suspended (or threatened to stop or suspend) payment of its debts generally or ceased or threatened to cease carrying on all or a substantial part of its business;

(R) entered into any contract, commitment, agreement or arrangement otherwise than in the ordinary course of business or passed any resolution or made any offer (which remains open for acceptance) with respect to or announced an intention to, or to propose to, effect any of the transactions, matters or events referred to in this Condition;

(S) terminated or varied the terms of any agreement or arrangement between any member of the Wider Vedanta Group and any other person in a manner which would or might be expected to have a material adverse effect on the financial position of the Vedanta Group taken as a whole; or

(T) having taken (or agreed or proposed to take) any action which requires, or would require, the consent of the Panel or the approval of Vedanta Shareholders in general meeting in accordance with, or as contemplated by, Rule 21.1 of the Code;

(f) No material adverse change

(i) except as Disclosed since 31 March 2018:

(A) there having been no adverse change and no circumstance having arisen which would be expected to result in any adverse change or deterioration in the business, assets, value, financial or trading position, profits or operational performance of any member of the Wider Vedanta Group to an extent which is material to the Vedanta Group taken as a whole or in the context of the Offer or in the obligations of any member of the Volcan Group in connection with the Offer;

(B) no litigation, arbitration proceedings, prosecution or other legal proceedings having been threatened, announced or instituted by or against or remaining outstanding against any member of the Wider Vedanta Group or to which any member of the Wider Vedanta Group is or may become a party (whether as claimant or defendant or otherwise) and no enquiry, review,
investigation or enforcement proceedings by, or complaint or reference to, any Third Party against or in respect of any member of the Wider Vedanta Group having been threatened, announced or instituted by or against, or remaining outstanding in respect of, any member of the Wider Vedanta Group in each case to an extent which is material to the Vedanta Group taken as a whole or in the context of the Offer;

(C) no contingent or other liability having arisen, increased or become apparent which might be likely to adversely affect the business, assets, financial or trading position, profits, prospects or operational performance of any member of the Wider Vedanta Group to an extent which is material to the Vedanta Group taken as a whole or in the context of the Offer; and

(D) no steps having been taken and no omissions having been made which are likely to result in the withdrawal, cancellation, termination or modification of any licence held by any member of the Wider Vedanta Group, which is necessary for the proper carrying on of its business and the withdrawal, cancellation, termination or modification of which is material and likely to have an adverse effect on the Vedanta Group taken as a whole or in the context of the Offer;

(ii) except as Disclosed, since 31 March 2018 Volcan Investments not having discovered:

(A) that any financial, business or other information concerning the Wider Vedanta Group publicly announced or disclosed to any member of the Wider Volcan Group at any time by or on behalf of any member of the Wider Vedanta Group or to any of their advisers is materially misleading, contains a material misrepresentation of fact or omits to state a fact necessary to make that information not materially misleading;

(B) that any member of the Wider Vedanta Group is subject to any actual or contingent liability which is material in the context of the Wider Volcan Group taken as a whole; or

(C) any information which materially affects the import of any information disclosed to Volcan Investments at any time by or on behalf of any member of the Wider Vedanta Group;

(g) Environmental liabilities

In relation to any release, emission, accumulation, discharge, disposal or other fact or circumstance which has impaired or is likely to impair the environment (including property) or harmed or is likely to harm the health of humans, animals or other living organisms or eco systems, no past or present member of the Wider Vedanta Group, in a manner or to an extent which is material in the context of the Vedanta Group, (i) having committed any violation of any applicable laws, statutes, regulations, Authorisations, notices or other requirements of any Third Party; and/or (ii) having incurred any liability (whether actual or contingent) to any Third Party; and/or (iii) being likely to incur any liability (whether actual or contingent), or being required, to make good, remediate, repair, reinstate or clean up the environment (including any property).

(h) Anti-corruption, sanctions and criminal property

Except as Disclosed, since 31 March 2018 Volcan Investments not having discovered:

(i) any:

(A) past or present member, director, officer or employee of the Wider Vedanta Group; or

(B) person that performs or has performed services on behalf of the Wider Vedanta Group, has at any time engaged in an activity, practice or conduct which would constitute an offence under the UK Bribery Act 2010, the US Foreign Practices Act of 1977 or any other applicable anti-corruption legislation;

(ii) any member of the Wider Vedanta Group is ineligible to be awarded any contract or business under section 23 of the Public Contracts Regulations 2006 or section 26 of the Utilities Contracts Regulations 2006 (each as amended);

(iii) any asset of any member of the Wider Vedanta Group constitutes criminal property as defined by section 340(3) of the Proceeds of Crime Act 2002 (but disregarding paragraph (b) of that definition);

(iv) any past or present member, director, officer or employee of the Wider Vedanta Group, or any other person for whom any such person may be liable or responsible, has engaged in any business with,
made any investments in, or made any payments or assets available to or received any funds or asset from:

(A) any government, entity, or individual with which US or European Union persons (or persons operating in those territories) are prohibited from engaging in activities, doing business or from receiving or making available funds or economic resources, by US or European Union laws or regulations, including the economic sanctions administered by the United States Office of Foreign Assets Control or HM Treasury & Customs; or

(B) any government, entity or individual targeted by any of the economic sanctions of the United Nations, United States or any of its member states; or

(v) a member of the Wider Vedanta Group has engaged in any behaviour which would cause the Volcan Group to be in breach of any law or regulation on completion of the Offer, including the economic sanctions administered by the United States Office of Foreign Assets Control, HM Treasury & Customs or any government, entity or individual targeted by any of the economic sanctions of the United Nations, United States or the European Union or any of its member states.

(vi) any past or present member of the Wider Vedanta Group or any person that performs or has performed services for or on behalf of any such company is or has at any time engaged in any activity, practice or conduct (or omitted to take any action) in contravention of the UK Bribery Act 2010, the US Foreign Corrupt Practices Act of 1977, as amended or any other applicable anti-corruption legislation;

(vii) any member of the Wider Vedanta Group is ineligible to be awarded any contract or business under section 23 of the Public Contracts Regulations 2006 or section 26 of the Utilities Contracts Regulations 2006 (each as amended);

(viii) any past or present member of the Wider Vedanta Group has engaged in any activity or business with, or made any investments in, or made any payments to any government, entity or individual covered by any of the economic sanctions administered by the United Nations or the European Union (or any of their respective member states) or the United States Office of Foreign Assets Control or any other governmental or supranational body or authority in any jurisdiction.

For the purpose of these Conditions:

(A) “Third Party” means any central bank, government, government department or governmental, quasi-governmental, supranational, statutory, regulatory, environmental or investigative body, authority, court, trade agency, association, institution or professional or environmental body in any relevant jurisdiction, including, for the avoidance of doubt, the Panel; and

(B) a Third Party shall be regarded as having “intervened” if it has given notice to take, institute, implement or threaten any action, proceeding, suit, investigation, enquiry or reference or made, proposed or enacted any statute, regulation, decision or order or taken any measures or other steps or required any action to be taken or information to be provided or otherwise having done anything and “intervene” shall be construed accordingly.

Section B: Further terms of the Offer

The following further terms apply to the Offer unless the contrary is expressed or the context otherwise requires.

Except where the context otherwise requires, references in Sections B, C and D of this Part III and in the Form of Acceptance to:

(a) the “Offer” will include any revision, variation or extension of the Offer;

(b) “acceptances of the Offer” include deemed acceptances of the Offer;

(c) the “Offer becoming, or being declared, unconditional” means, and shall be construed as, the Offer becoming, or being declared, unconditional as to acceptances whether or not any other Condition of the Offer remains to be fulfilled and references to the “Offer becoming unconditional” include the Offer being declared unconditional;
(d) the “Acceptance Condition” means the Condition as to acceptances of the Offer set out in paragraph (a) of Section A of this Part III and references to the “Offer becoming unconditional as to acceptances” shall be construed accordingly;

(e) an “extension of the Offer” includes references to an extension of the date by which the Acceptance Condition has to be fulfilled;

(f) any statute or any statutory provision includes a statute or statutory provision which amends, consolidates or replaces the same (whether before or after the date of this document);

(g) “Acceptance Shares” means Vedanta Shares in respect of which the Offer has been accepted or is deemed to have been accepted in accordance with paragraph 1 of Sections C and D of this Part III, and in respect of which such acceptance has not been validly withdrawn;

(h) any person “acting in concert with Volcan Investments” means any such person acting or deemed to be acting in concert with Volcan Investments for the purposes of the Offer;

(i) the “Offer Document” means this document and any other document containing, or containing details of, the Offer;

(j) “Day 39” means 11 September 2018 or such later date as the Panel may agree;

(k) “Day 46” means 18 September 2018 or such later date as the Panel may agree; and

(l) “Day 60” means 2 October 2018 or such later date as may be determined by Volcan Investments with the agreement of the Panel to be the last date for fulfilment of the Acceptance Condition in accordance with the Code.

The Offer extends to any Vedanta Shares not already owned, or agreed to be acquired, by Volcan Investments and which are unconditionally allotted or issued and fully paid (or credited as fully paid) on or before the date on which the Offer closes as to acceptances (or such earlier date as Volcan Investments may, subject to the Code, decide, not being earlier than the date on which the Offer becomes, or is declared, unconditional as to acceptances or, if earlier, the First Closing Date) including any such shares allotted or issued pursuant to the exercise of existing options and/or awards granted under the Vedanta Share Plans. Vedanta GDR Holders are able to participate in the Offer with respect to the Vedanta Shares represented by their Vedanta GDRs, as more particularly described in paragraph 7 below.

1. Acceptance Period

(a) The Offer is initially open for acceptance until 1.00 p.m. (London time) on the First Closing Date. Volcan Investments reserves the right (but will not be obliged, other than as required by the Panel) at any time and from time to time to extend the Offer after such time.

(b) Although no revision is envisaged, if the Offer (in its original or previously revised form) is revised, it will remain open for acceptance for a period of at least 14 calendar days (or such other period as may be permitted by the Panel) from the date of posting the revised offer document to Vedanta Shareholders. Except with the consent of the Panel, no revision of the Offer may be posted to Vedanta Shareholders on or after Day 46 or, if later, the date falling 14 calendar days before the last day on which the Offer is capable of becoming unconditional.

(c) The Offer, whether revised or not, shall not (except with the consent of the Panel), be capable of becoming unconditional after midnight (London time) on Day 60 (or on any other time and/or date beyond which Volcan Investments has stated that the Offer will not be extended unless it has, where permitted, withdrawn that statement), nor of being kept open for acceptances after that time and/or date unless the Offer has previously become unconditional. However, Volcan Investments reserves the right, with the permission of the Panel, to extend the time for the Offer to become unconditional to any later time(s) and/or date(s).

(d) Except with the consent of the Panel, Volcan Investments may not, for the purpose of determining whether the Acceptance Condition has been satisfied, take into account acceptances received or purchases of Vedanta Shares made after 1.00 p.m. (London time) on Day 60 (or any other time(s) and/or date(s) beyond which Volcan Investments has stated the Offer will not be extended (unless it has, where permitted, withdrawn that statement)) or, if the Offer is so extended, any such later time(s) and/or date(s) as Volcan Investments, with the permission of the Panel, may determine.
(e) If the latest time at which the Offer may become unconditional is extended beyond midnight (London time) on Day 60, acceptances received and purchases of Vedanta Shares made in respect of which relevant documents are received by the Receiving Agent after 1.00 p.m. (London time) on the relevant date may (except where the Code otherwise permits) only be taken into account with the Panel’s consent.

(f) If the Offer becomes unconditional, it will remain open for acceptance for not less than 14 calendar days from the date on which it would otherwise have expired. If the Offer has become unconditional and it is stated by or on behalf of Volcan Investments that the Offer will remain open until further notice, then not less than 14 calendar days’ notice in writing will be given prior to the closing of the Offer by or on behalf of Volcan Investments to Vedanta Shareholders who have not accepted the Offer before closing of the Offer.

(g) If a competitive situation arises (as determined by the Panel) and is continuing on Day 60, Volcan Investments will enable holders of Vedanta Shares held in uncertificated form who have not already validly accepted the Offer but who have previously accepted the competing offer to accept the Offer by special form of acceptance to take effect on the day that:

(i) it is received by the Receiving Agent on or before Day 60;

(ii) the relevant Vedanta Shareholder shall have applied to withdraw his acceptance of the competing offer but that the Vedanta Shares held in uncertificated form to which such withdrawal relates shall not have been released from escrow before Day 60 by the Escrow Agent to the competing offer; and

(iii) the Vedanta Shares held in uncertificated form to which the special form of acceptance relates are not transferred to escrow in accordance with the procedure for acceptance set out in the letter from Volcan Investments in Part II of this document on or before Day 60, but an undertaking is given that they will be so transferred as soon as possible thereafter. Vedanta Shareholders wishing to use such forms of acceptance should apply to Computershare, on 0370 707 1388 (from within the UK) or on +44 370 707 1388 (if calling from outside the UK). Lines are open 8.30 a.m. to 5.00 p.m. (London time) Monday to Friday (excluding UK public holidays). Calls may be recorded and randomly monitored for security and training purposes. The helpline cannot provide advice on the merits of the Offer nor give any financial, legal or tax advice. Notwithstanding the right to use such special form of acceptance, holders of Vedanta Shares held in uncertificated form may not use a Form of Acceptance (or any other purported acceptance form) for the purpose of accepting the Offer in respect of such Vedanta Shares.

(h) If a competitive situation arises (as determined by the Panel) after Volcan Investments has made a “no increase” statement and/or a “no extension” statement (as referred to in the Code) in relation to the Offer, Volcan Investments may, if it specifically reserves the right to do so at the time such statement is made (or otherwise with the consent of the Panel), choose not to be bound by or withdraw such statement and be free to extend and/or revise the Offer provided that it complies with the Code and, in particular, that:

(i) it announces such withdrawal as soon as possible and in any event within four Business Days after the date of the firm announcement of the competing offer or other competitive situation or other circumstance in respect of which a reservation has been made;

(ii) it notifies Vedanta Shareholders (and persons with information rights) to that effect in writing (or, in the case of Vedanta Shareholders with registered addresses outside the United Kingdom or whom Volcan Investments knows to be an agent, nominee, trustee or custodian holding Vedanta Shares for such persons, by an announcement in the United Kingdom) at the earliest opportunity thereafter; and

(iii) any Vedanta Shareholder who accepted the Offer after the date of the “no increase” and/or “no extension” statement is given a right of withdrawal in accordance with paragraph 3(d) below.

(i) Volcan Investments may choose not to be bound by the terms of a “no increase” or “no extension” statement:

(ii) if it would otherwise prevent the posting of an increased or improved Offer (either as to the value or nature of the consideration offered or otherwise) provided that Volcan Investments has specifically reserved the right to do so and the increased or improved Offer is recommended for acceptance by the Vedanta Board or the Independent Committee; or

(ii) with the consent of, or in other circumstances permitted by, the Panel.

(j) Except as provided in paragraphs 1(h) and 1(i) above, Volcan Investments will be bound by the terms of any “no increase” or “no extension” statement.
(k) Volcan Investments may, if it has reserved the right to do so if Vedanta Resources makes an announcement of the kind referred to in Rule 31.9 of the Code after Day 39, choose not to be bound by a “no increase” and/or “no extension” statement and revise and/or extend the Offer with the consent of the Panel, provided that Volcan Investments complies with the requirements of the Code and, in particular, that notice to this effect is published as soon as possible and in any event within four Business Days after the date of the Vedanta Resources announcement and Vedanta Shareholders are notified in writing (or in the case of Vedanta Shareholders with registered addresses outside the United Kingdom or who Volcan Investments knows to be agents, nominees, custodians or trustees holding Vedanta Shares for such persons, by announcement in the United Kingdom) at the earliest opportunity.

(l) Unless otherwise required by the Panel, Volcan Investments shall be entitled at any particular time to decide that the Acceptance Condition is then satisfied taking into account only those Vedanta Shares which have been unconditionally allotted or issued before that time and written notice of the allotment or issue of which, containing all relevant details, has been received before that time by Computershare, at one of the addresses and in the manner referred to in paragraph 3(a) below, from Vedanta Resources or its agents. E-mail, facsimile, telex or other electronic transmission or copies will not be sufficient for this purpose and shall not constitute written notice.

2. Announcements

(a) Without prejudice to paragraph 3(a) below, by 8.00 a.m. (London time) on the Business Day (the “relevant day”) next following the day on which the Offer is due to expire or becomes unconditional or is revised or extended, as the case may be (or such later time(s) and/or date(s) as the Panel may agree), Volcan Investments will make an appropriate announcement through a Regulatory Information Service. Such announcement will state prominently the total numbers of Vedanta Shares which Volcan Investments may count towards the satisfaction of the Acceptance Condition and will specify the percentages of each class of securities represented by these figures. The announcement will also state (unless the Panel otherwise agrees):

(i) the numbers of Vedanta Shares for which acceptances of the Offer have been received;

(ii) the numbers of Vedanta Shares for which acceptances of the Offer have been received from any person acting in concert with Volcan Investments or in respect of shares which were the subject of an irrevocable undertaking, or letter of intent, to accept the Offer procured by Volcan Investments or any person acting in concert with Volcan Investments;

(iii) details of any relevant Vedanta Resources securities in which Volcan Investments, or any person acting in concert with Volcan Investments, has an interest or in respect of which he has a right to subscribe, in each case specifying the nature of the interests or rights concerned;

(iv) details of any short positions (whether conditional or absolute and whether in the money or otherwise) in relevant Vedanta Resources securities in which Volcan Investments, or any person acting in concert with Volcan Investments, has an interest, including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery;

(v) details of any relevant Vedanta Resources securities in respect of which Volcan Investments, or any person acting in concert with Volcan Investments, has an outstanding irrevocable commitment or letter of intent; and

(vi) details of any relevant Vedanta Resources securities which Volcan Investments, or any person acting in concert with Volcan Investments has borrowed or lent, save for any borrowed shares which have been either on-lent or sold,

and will, in each case, specify the percentages of each class of relevant Vedanta Resources securities represented by each of these figures ignoring shares held in treasury.

(b) In calculating the number of Vedanta Shares or rights over Vedanta Shares represented by acceptances and/or purchases, Volcan Investments may only include acceptances and purchases if they could be counted towards fulfilling the Acceptance Condition in accordance with paragraphs 5(k)(i) and 5(k)(ii) below, unless the Panel agrees otherwise. Subject to this, Volcan Investments may include or exclude, for announcement purposes, acceptances and/or purchases which are not complete in all respects or which are subject to verification.
(c) Any decision to extend the time and/or date by which the Acceptance Condition has to be fulfilled may be made by Volcan Investments at any time up to, and will be announced not later than, 8.00 a.m. (London time) on the relevant day (or such later date and/or time as the Panel may agree) and the announcement will also state the next expiry date (unless the Offer is unconditional, in which case the announcement may state the Offer will remain open until further notice) and will state the information specified in paragraphs 2(a)(i) to 2(a)(vi) (inclusive) above.

(d) In this Section B, references to the making of an announcement or the giving of notice by or on behalf of Volcan Investments include the release of an announcement by public relations consultants of Volcan Investments and/or Volcan Investments, or by J.P. Morgan Cazenove or Credit Suisse, to the press and the delivery by hand or telephone, e-mail, facsimile or telex or other electronic transmission of an announcement to a Regulatory Information Service. An announcement made otherwise than to a Regulatory Information Service shall be notified simultaneously to a Regulatory Information Service (unless the Panel otherwise permits).

(e) A copy of any announcement made by Volcan Investments and/or Volcan Investments in accordance with this paragraph 2 will be available, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, for inspection on Vedanta Resources’ website at http://www.vedantaresources.com/investor-relations/volcan-offer as soon as possible and, in any event, by no later than 12 noon (London time) on the Business Day following the announcement.

(f) Without limiting the manner in which Volcan Investments may choose to make any public announcement and subject to Volcan Investments’ obligations under applicable law, Volcan Investments will have no obligation to publish, advertise or otherwise communicate any such public announcement other than by making a release to a Regulatory Information Service.

3. Rights of withdrawal

(a) If, having announced the Offer to be unconditional, Volcan Investments fails to comply by 3.30 p.m. (London time) on the relevant day (or such later time(s) and/or date(s) as the Panel may agree) with any of the other relevant requirements specified in paragraph 2(a) above, an accepting Vedanta Shareholder may (unless the Panel otherwise agrees) immediately after that time withdraw his acceptance of the Offer by written notice signed by the accepting Vedanta Shareholder (or his agent duly appointed in writing and evidence of whose appointment, in a form reasonably satisfactory to Volcan Investments, is produced with the notice) and received by post by Computershare Investor Services PLC at Corporate Actions Projects, Bristol, BS99 6AH or by hand (during normal business hours only) by Computershare Investor Services PLC at The Pavilions, Bridgwater Road, Bristol, BS13 8AE. Alternatively, in the case of Vedanta Shares in uncertificated form, withdrawals can also be effected in the manner set out in paragraph 3(h) below. Subject to paragraph 1(d) above, this right of withdrawal may be terminated not less than eight calendar days after the relevant day by Volcan Investments confirming, if such is the case, that the Offer is still unconditional and complying with the other relevant requirements specified in paragraph 2(a) above. If any such confirmation is given, the first period of 14 calendar days referred to in paragraph 1(f) above will run from the date of such confirmation and compliance.

(b) If by 1.00 p.m. (London time) on 21 September 2018 (or such later time(s) and/or date(s) as the Panel may agree) the Offer has not become unconditional, an accepting Vedanta Shareholder may withdraw his acceptance at any time thereafter in the manner referred to in paragraph 3(a) above (or, in the case of Vedanta Shares held in uncertificated form, in the manner referred to in paragraph 3(h) below) at any time before the earlier of:

(i) the time that the Offer becomes unconditional; and

(ii) the final time for the lodging of acceptances of the Offer which can be taken into account in accordance with paragraph 1(c) above.

(c) Immediately (or within such longer period, not exceeding 14 calendar days, as the Panel may permit) upon a Vedanta Shareholder validly withdrawing his acceptance in respect of Vedanta Shares held in uncertificated form, the Receiving Agent will give TFE instructions to Euroclear to transfer all Vedanta Shares held in escrow balances, and in relation to which it is the Escrow Agent for the purposes of the Offer, to the original available balances of the Vedanta Shareholder concerned and, in respect of Vedanta Shares held in certificated form, the Receiving Agent will return all share certificate(s) and/or other document(s) of title to the Vedanta Shareholder concerned as soon as practicable following the receipt of the withdrawal (and, in any event, within 14 calendar days).
(d) If a “no increase” and/or “no extension” statement has been withdrawn in accordance with paragraph 1(h) above, any Vedanta Shareholder who accepts the Offer after the date of such statement may withdraw his acceptance in the manner referred to in paragraph 3(a) above (or, in the case of Vedanta Shares held in uncertificated form, in the manner referred to in paragraph 3(h) below) within a period of eight calendar days following the date on which written notice withdrawing such statement is posted to Vedanta Shareholders or otherwise published.

(e) Except as provided by this paragraph 3 and paragraph 4 below or as otherwise permitted by Volcan Investments, all acceptances of, and elections under, the Offer are, and will be, irrevocable.

(f) To be effective, a written notice of withdrawal must be received by Computershare and must specify the name of the person who has made the relevant acceptance, the number of Vedanta Shares in respect of which acceptance is withdrawn and (if share certificates have been delivered) the name of the registered holder of the relevant Vedanta Shares, if different from the name of the person who made the relevant acceptance. Vedanta Shares in respect of which acceptance has been withdrawn may subsequently be assented to the Offer in accordance with the acceptance procedures contained in this document while the Offer remains open for acceptance.

(g) In this paragraph 3, “written notice” (including any letter of appointment, direction or authority) means notice in writing bearing the original signature(s) of the relevant accepting Vedanta Shareholder(s) or his/their agent(s) duly appointed in writing. E-mail, facsimile, telex or other electronic transmission or copies will not be sufficient for this purpose and shall not constitute written notice. Any such written notice signed by any person other than the relevant Vedanta Shareholder(s) must be accompanied by the relevant letter of appointment, direction or authority in a form reasonably satisfactory to Volcan Investments. Notice which is postmarked in, or otherwise appears to Volcan Investments or its agents to have been sent from, any Restricted Jurisdiction may be treated as invalid. The notice must include all relevant information to enable the Receiving Agent to identify the Vedanta Shares to be withdrawn and a contact telephone number of the Vedanta Shareholder.

(h) In the case of Vedanta Shares held in uncertificated form (i.e. in CREST), if withdrawals are permitted pursuant to paragraphs 3(a), (b) or (d) above, an accepting Vedanta Shareholder may withdraw his acceptance through CREST by sending (or, if a CREST sponsored member, procuring that his CREST sponsor sends) an ESA instruction to settle in CREST in relation to each Electronic Acceptance to be withdrawn. Each ESA instruction must, in order for it to be valid and settle, include the following details:

- the number of Vedanta Shares to be withdrawn, together with their ISIN, which is GB0033277061;
- the member account ID of the accepting Vedanta Shareholder, together with his participant ID;
- the member account ID of the Escrow Agent (this is VEDVOL01 for USD acceptances or VEDVOL02 for GBP acceptances) included in the relevant Electronic Acceptance, together with the Escrow Agent’s participant ID (this is 3RA19);
- the transaction reference number of the Electronic Acceptance to be withdrawn;
- the intended settlement date for withdrawal;
- the corporate action number for the Offer; and
- input with a standard delivery instruction of priority 90.

Any such withdrawal will be conditional upon the Receiving Agent verifying that the withdrawal request is validly made. Accordingly, the Receiving Agent will, on behalf of Volcan Investments, reject or accept the withdrawal by transmitting in CREST a receiving agent reject (AEAD) or receiving agent accept (AEAN) message.

(i) All questions of validity (including time of receipt) of any notice of withdrawal will be determined by Volcan Investments whose determination (except as the Panel otherwise decides) will be final and binding. Neither Volcan Investments, Vedanta Resources nor Computershare will be under any duty to give notification of any defects in any notice of withdrawal or will incur any liability for failure to do so.

4. Revisions of the Offer

(a) Although no such revision is envisaged, if the Offer (in its original or any previously revised form(s)) is revised (either in its terms or conditions or in the value or form of the consideration offered or otherwise), and any such revised Offer represents, on the date on which the revision is announced (on such basis as
Volcan Investments may consider appropriate), an improvement (or no diminution) in the value of the consideration of the Offer as so revised compared with the value of the consideration or terms previously offered, or in the overall value received by a Vedanta Shareholder (under, or in consequence of, the Offer or otherwise), the benefit of the revised Offer will, subject to this paragraph 4 and paragraph 6 (below) be made available to any Vedanta Shareholder who has validly accepted the Offer in its original or any previously revised form(s) and who has not validly withdrawn such acceptance (a “Previous Acceptor”). The acceptance by, or on behalf of, a Previous Acceptor of the Offer in its original or any previously revised form(s) shall, subject to this paragraph 4 and paragraph 6 (below), be deemed to be an acceptance of the Offer as so revised and will also constitute an authority to Volcan Investments or any of its directors, authorised representatives and agents as his attorney and/or agent (an “attorney”):

(i) to accept any such revised Offer on behalf of such Previous Acceptor;

(ii) if such revised Offer includes alternative forms of consideration, to make on his behalf elections for and/or accept such alternative forms of consideration on his behalf in such proportions as such attorney in his absolute discretion thinks fit; and

(iii) to execute on behalf of, and in the name of, such Previous Acceptor all such further documents and take such further actions (if any) as may be required to give effect to such acceptances and/or elections.

(b) In making any such acceptance or making any such election, the attorney will take into account the nature of any previous acceptances and/or elections made by the Previous Acceptor and such other facts or matters as he may reasonably consider relevant. The attorney shall not be liable to any Vedanta Shareholder or any other person in making such acceptance or in making any determination in respect of it.

(c) The powers of attorney and authorities conferred by this paragraph 4, and any acceptance of a revised offer, shall be irrevocable unless and until the Previous Acceptor withdraws his acceptances having become entitled to do so under paragraph 3 above.

(d) Volcan Investments, the Receiving Agent and the Escrow Agent reserve the right (subject to paragraph 4(a) above) to treat an executed Form of Acceptance or TTE Instruction relating to the Offer in its original or any previously revised form(s) which is received (or dated) on or after the announcement or issue of the Offer in any revised form as a valid acceptance of the revised Offer (and, where applicable, a valid election for the alternative form(s) of consideration). Such acceptance will constitute an authority in the terms of paragraph 4(a) above, mutatis mutandis, on behalf of the relevant Vedanta Shareholder.

(e) Although no revision is contemplated, if the Offer is revised, a revised offer document will be published. On the day of publication, Volcan Investments will publish the document on its website and will announce that the document has been so published. Where necessary, a circular containing the opinion of the Vedanta Directors on the revised offer will be published. On the day of publication, Vedanta Resources will publish the document on its website and will announce that it has been so published.

(f) Although no revision is contemplated, if the revised offer document is published, both Volcan Investments and Vedanta Resources will make the revised offer document readily and promptly available to the representatives of the employees of Volcan Investments and Vedanta Resources, respectively, or, where there are no such representatives, to the employees themselves. Vedanta Resources will make any circular published by the Vedanta Directors readily and promptly available to its employee representatives or, where there are no such representatives, to the employees themselves.

(g) The deemed acceptances referred to in this paragraph 4 shall not apply and the authorities conferred by this paragraph 4 shall not be exercised by Volcan Investments or any of its directors, authorised representatives and agents if, as a result thereof, the Previous Acceptor would (on such basis as Volcan Investments’ may consider appropriate) thereby receive under, or in consequence of, the Offer and/or any alternative pursuant thereto as revised or otherwise less in aggregate consideration under the revised Offer than he would have received in aggregate consideration as a result of acceptance of the Offer in the form in which it was originally accepted by him or on his behalf, having regard to any previous acceptance or election originally made by him, unless the Previous Acceptor has previously otherwise agreed in writing.
(h) The deemed acceptances referred to in this paragraph 4 will not apply, and the authorities conferred by this paragraph 4 will be ineffective, to the extent that a Previous Acceptor:

(i) in respect of Vedanta Shares in certificated form, lodged with the Receiving Agent in the manner specified in paragraph 3(a) above, within 14 calendar days of the publication of the document pursuant to which the revision of the Offer is made available to Vedanta Shareholders, a Form of Acceptance or some other form issued by or on behalf of Volcan Investments in which the Vedanta Shareholder validly elects to receive the consideration receivable by him under such revised Offer in some other manner than that set out in his original acceptance; or

(ii) in respect of Vedanta Shares held in uncertificated form, sends (or, if a CREST sponsored member, procures that his CREST sponsor sends) an ESA instruction to settle in CREST in relation to each Electronic Acceptance in respect of which an election is to be varied. Each ESA instruction must, in order for it to be valid and settle, include the following details:

- the number of Vedanta Shares in respect of which the changed election is made, together with their ISIN, which is GB0033277061;
- the member account ID of the Previous Acceptor, together with his participant ID;
- the member account ID of the Escrow Agent (this is VEDVOL01 for USD acceptances or VEDVOL02 for GBP acceptances) included in the relevant Electronic Acceptance, together with the Escrow Agent’s participant ID (this is 3RA19);
- the transaction reference number of the Electronic Acceptance in respect of which the election is to be changed;
- the intended settlement date for the changed election; and
- the corporate action number for the Offer,
- and, in order that the desired change of election can be effected, must include:
- the member account ID of the Escrow Agent relevant to the new election; and
- input with standard delivery instruction of priority of at least 90.

(i) Any such change of election will be conditional upon the Receiving Agent verifying that the request is validly made. Accordingly, the Receiving Agent will, on behalf of Volcan Investments, reject or accept the requested change of election by transmitting in CREST a receiving agent reject (AEAD) or receiving agent accept (AEAN) message.

5. General

(a) Volcan Investments reserves the right (subject to the requirements of the Code and the Panel) to waive all or any of the Conditions in paragraphs (c) to (h) (inclusive) of Section A, in whole or in part, at its absolute discretion.

(b) Volcan Investments shall be under no obligation to waive or treat as fulfilled any of the Conditions in paragraphs (b) to (h) (inclusive) of Section A by a date earlier than the latest date specified below for the fulfilment of them notwithstanding that the other Conditions may at such earlier date have been waived or fulfilled and that there are at such earlier date no circumstances indicating that any of such Conditions may not be capable of fulfilment.

(c) If:

(i) in so far as the Acquisition or any matter arising from or relating to the Offer or the Acquisition constitutes a concentration with a Community dimension within the scope of the Regulation, the European Commission either initiates proceedings under Article 6(1)(c) of the Regulation or makes a referral to a competent authority of the United Kingdom under Article 9(1) of the Regulation and there is then a CMA Phase 2 Reference (as defined in the code); or

(ii) in so far as the Acquisition or any matter arising from the Offer or the Acquisition does not constitute a concentration with a Community dimension within the scope of the Regulation, the Offer or the Acquisition or any matter arising from or relating to the Acquisition becomes subject to a CMA Phase 2 Reference,
in each case, before the later of 1.00 p.m. (London time) on the First Closing Date and the date on which the Offer becomes, or is declared, unconditional as to acceptances. If the Offer does so lapse, not only will the Offer cease to be capable of further acceptance but also Vedanta Shareholders and Volcan Investments will thereafter cease to be bound by prior acceptances.

(d) Each of the Conditions shall be regarded as a separate Condition and shall not be limited by reference to any other Condition.

(e) Except with the consent of the Panel, the Offer will lapse unless all Conditions have been fulfilled or (if capable of waiver) waived, or, where appropriate, have been determined by Volcan Investments to be, and continue to be, satisfied by midnight (London time) on the First Closing Date or by midnight (London time) on the date which is 21 days after the date on which the Offer becomes unconditional as to acceptances, whichever is the later, or such later date as Volcan Investments, with the consent of the Panel, may decide. In any event, all of the Conditions must be satisfied as at, or (if capable of waiver) waived on or before, midnight on the 81st day following the date on which this document is published or such other date as may be agreed with the Panel.

(f) If the Offer lapses, it will cease to be capable of further acceptance and accepting Vedanta Shareholders, and Volcan Investments will cease to be bound by: (i) in the case of Vedanta Shares held in certificated form, Forms of Acceptance; and (ii) in the case of holders of Vedanta Shares held in uncertificated form, Electronic Acceptances inputted and settled, in each case submitted before the time the Offer lapses.

(g) If all Conditions are satisfied, fulfilled or, to the extent permitted, waived and sufficient acceptances are received and/or sufficient Vedanta Shares are otherwise acquired, Volcan Investments intends to exercise its rights to acquire compulsorily any outstanding Vedanta Shares. After the Offer becomes, or is declared, unconditional in all respects and if Volcan Investments has: (i) by virtue of its shareholdings and acceptances of the Offer acquired, or agreed to acquire, Vedanta Shares representing at least 75 per cent. of the voting rights of Vedanta Resources; and (ii) obtained acceptances of the Offer or has acquired, or agreed to acquire, Vedanta Shares from Independent Vedanta Shareholders that represent a majority of the voting rights held by the Independent Vedanta Shareholders on the date of this document (the “Delisting Threshold”), Volcan Investments intends to procure the making of an application by Vedanta Resources for cancellation, respectively, of the trading in Vedanta Shares on the London Stock Exchange’s Main Market for listed securities and of the listing of Vedanta Shares on the premium listing segment of the Official List. A notice period of not less than 20 Business Days before the cancellation will commence on the date on which the Offer becomes, or is declared, unconditional in all respects provided that Volcan Investments has attained the Delisting Threshold.

(h) The expression “Offer Period” when used in this document means, in relation to the Offer, the period commencing on (and including) 2 July 2018 until whichever of the following dates will be the latest:

(i) 1.00 p.m. (London time) on the First Closing Date;
(ii) the date on which the Offer lapses or is withdrawn; and
(iii) the date on which the Offer becomes unconditional in all respects.

(i) Except with the consent of the Panel, settlement of the consideration to which any Vedanta Shareholder is entitled under the Offer will be implemented in full in accordance with the terms of the Offer without regard to any lien, right of set-off, counterclaim or other analogous right to which Volcan Investments may otherwise be, or claim to be, entitled as against such Vedanta Shareholder and will be effected:

(i) in the case of acceptances of the Offer received, complete in all respects (including the relevant transfer to escrow or (as applicable) receipt of relevant share certificate(s) and/or other documents of title or indemnities satisfactory to Volcan Investments) by the date on which the Offer becomes, or is declared, unconditional in all respects, within 14 calendar days of such date; or

(ii) in the case of acceptances of the Offer received, complete in all respects, after the date on which the Offer becomes, or is declared, unconditional in all respects, but while it remains open for acceptance, within 14 calendar days of such receipt.

(j) All cash payments (other than payments made by means of CREST) will be made by cheque drawn on a branch of a United Kingdom clearing bank. No consideration will be sent to an address in a Restricted Jurisdiction.

(k) Notwithstanding the right reserved by Volcan Investments to treat an acceptance of the Offer as valid (even though, in the case of Vedanta Shares held in certificated form, the relevant Form of Acceptance is
not entirely in order or not accompanied by the relevant share certificate(s) and/or other document(s) of title), except as otherwise agreed with the Panel:

(i) an acceptance of the Offer will only be counted towards fulfilling the Acceptance Condition if the requirements of Note 4 and, if applicable, Note 6 on Rule 10 of the Code are satisfied in respect of it;

(ii) a purchase of Vedanta Shares by Volcan Investments or its nominee (or, if relevant, any person acting in concert with Volcan Investments, or its nominee) will only be counted towards fulfilling the Acceptance Condition if the requirements of Note 5 and, if applicable, Note 6 on Rule 10 of the Code are satisfied in respect of it; and

(iii) the Offer will not become unconditional unless the Receiving Agent has issued a certificate to Volcan Investments or its agents stating the number of Vedanta Shares in respect of which acceptances have been received which comply with paragraph (k)(i) above and the number of Vedanta Shares otherwise acquired, whether before or during the Offer Period, which comply with paragraph (k)(ii) above. Volcan Investments will procure that a copy of such certificate is sent to the Panel and to Vedanta Resources’ financial adviser as soon as possible after it is issued.

(l) For the purposes of determining whether the Acceptance Condition has been satisfied, Volcan Investments will not be bound (unless otherwise required by the Panel) to take into account any Vedanta Shares which have been issued or unconditionally allotted or which arise as the result of the exercise of subscription or conversion rights before that determination takes place unless written notice containing relevant details of the allotment, issue, subscription or conversion has been received from Vedanta Resources or its agents before that time by Volcan Investments or the Receiving Agent on behalf of Volcan Investments at the address specified in paragraph 3(a) above. Notification by e-mail, telex or facsimile or other electronic transmissions or copies will not be sufficient.

(m) Except with the consent of the Panel, Vedanta Shares which have been borrowed by Volcan Investments may not be counted towards fulfilling the Acceptance Condition.

(n) The terms, provisions, instructions and authorities contained, or deemed to be incorporated, in the Form of Acceptance, and such further terms as may be required to comply with the applicable rules and regulations of the London Stock Exchange and the Code, constitute part of the terms of the Offer. Words and expressions defined in this document have the same meanings when used in the Form of Acceptance, unless the context otherwise requires. The provisions of this Part III shall be deemed to be incorporated into and form part of the Form of Acceptance.

(o) All references in this document and in the Form of Acceptance to the First Closing Date will (except in paragraphs 1(a) and 5(j) above and where the context otherwise requires) be deemed, if the expiry date of the Offer is extended, to refer to the expiry date of the Offer as so extended.

(p) References in paragraph 6 below and in Sections C and D of this Part III to a “Vedanta Shareholder” will include references to the person or persons executing a Form of Acceptance or Electronic Acceptance and in the event of more than one person executing a Form of Acceptance or Electronic Acceptance, such paragraphs will apply to them jointly and severally.

(q) The Offer extends to any Vedanta Shares not already owned, or agreed to be acquired, by Volcan Investments and which are unconditionally allotted or issued and fully paid (or credited as fully paid) on or before the date on which the Offer closes as to acceptances (or such earlier date as Volcan Investments may, subject to the Code, decide, not being earlier than the date on which the Offer becomes, or is declared, unconditional as to acceptances or, if earlier, the First Closing Date) including any such shares allotted or issued pursuant to the exercise of existing options and/or awards granted under the Vedanta Share Plans. Any omission to despatch this document, the Form of Acceptance or any notice required to be despatched under the terms of the Offer to, or any failure to receive the same by, any person to whom the Offer is made, or should be made, will not invalidate the Offer in any way or create any implication that the Offer has not been made to any such person. Subject to the provisions of paragraph 6 below, the Offer is made to any Vedanta Shareholder to whom this document and the Form of Acceptance or any related document may not be sent or by whom such documents may not be received, and these persons may collect these documents from the Receiving Agent at the address set out in paragraph 3(a) above. The Offer is not being made, and will not be made, directly or indirectly, in or into or by the use of the mails of, or by any other means or instrumentality (including, without limitation, e-mail, facsimile transmission, telex, telephone, internet or other forms of electronic transmission) of interstate or foreign commerce of, or by any facility of a national, state or other securities exchange of any Restricted Jurisdiction and will not
be capable of acceptance by any such use, means, instrumentality or facility or from within any Restricted Jurisdiction.

(r) Subject to the Code, and notwithstanding any other provision of this Section B, Volcan Investments reserves the right to treat as valid, in whole or in part, any acceptance of the Offer received by the Receiving Agent or otherwise on behalf of Volcan Investments which is not entirely in order or in correct form or which is not accompanied by (as applicable) the relevant document(s) or the relevant TTE Instruction or is received by it at any place or places or in any form or manner determined by either the Receiving Agent or Volcan Investments otherwise than as set out in this document or in the Form of Acceptance. In that event, no payment of cash under the Offer will be made until after the acceptance is entirely in order and (as applicable) the relevant transfer to escrow has settled or the relevant document(s) of title or satisfactory indemnities have been received by the Receiving Agent.

(s) No acknowledgement of receipt of any Form of Acceptance, transfer by means of CREST, communication, notice, share certificate(s) or other document(s) of title will be given by, or on behalf of, Volcan Investments. All communications, notices, certificates, documents of title and remittances to be delivered by, or sent to or from, Vedanta Shareholders (or their designated agent(s)) will be delivered by or sent to or from them (or their designated agent(s)) at their own risk.

(t) The Offer extends to persons to whom the Offer is made, or should be made, to whom this document, the Form of Acceptance or any related documents may not be despatched and such persons may collect copies of these documents from the Receiving Agent at the address set out in paragraph 3(a) above.

(u) The Offer is made at 9.00 a.m. (London time) on 3 August 2018 and is capable of acceptance from and after that date.

(v) If the Offer does not become unconditional in all respects:

(i) in respect of Vedanta Shares held in certificated form, the Form of Acceptance, share certificates and/or other documents of title will be returned by post (or such other method as may be approved by the Panel) within 14 calendar days of the Offer lapsing to the person or agent whose name and address outside a Restricted Jurisdiction is set out in Box 5 in the Form of Acceptance or, if none is set out, to the first-named holder at his registered address set out in Box 1, outside a Restricted Jurisdiction (no such documents will be sent to an address in a Restricted Jurisdiction); and

(ii) in respect of Vedanta Shares held in uncertificated form, the Receiving Agent will, immediately after the lapsing of the Offer (or within such longer period as the Panel may permit, not exceeding 14 calendar days of the lapsing of the Offer), give TFE instructions to Euroclear to transfer all Vedanta Shares held in escrow balances and in relation to which it is the Escrow Agent for the purposes of the Offer to the original available balances of the Vedanta Shareholders concerned.

(w) All powers of attorney, appointments of agents and authorities conferred by this Part III or in the Form of Acceptance are given by way of security for the performance of the obligations of the Vedanta Shareholder concerned and are irrevocable in accordance with section 4 of the Powers of Attorney Act 1971 except in the circumstances where the donor of such power of attorney or authority or appointor is entitled to withdraw his acceptance in accordance with paragraph 3 above and duly does so.

(x) In relation to any acceptance of the Offer in respect of a holding of Vedanta Shares held in uncertificated form, Volcan Investments reserves the right to make such alterations, additions or modifications as may be necessary or desirable to give effect to any purported acceptance of the Offer, whether in order to comply with the facilities or requirements of CREST or otherwise, provided any such alterations, additions or modifications are consistent with the requirements of the Code or are otherwise made with the consent of the Panel.

(y) For the purposes of this document, the time of receipt of a TTE Instruction, an ESA instruction or an Electronic Acceptance shall be the time at which the relevant instruction settles in CREST.

(z) Neither Volcan Investments nor any subsidiary of Volcan Investments nor any person acting on behalf of any of them, shall have any liability to any person for any loss or alleged loss arising from any decision as to the treatment of acceptances of the Offer or otherwise in connection therewith.

(aa) The Offer will be governed by the laws of England and Wales and will be subject to the jurisdiction of the Courts of England and Wales and to the Conditions and further terms set out in this document.

(bb) Any non-contractual obligations arising out of or in connection with the Offer and/or the Forms of Acceptance and all acceptances and elections in respect thereof will be governed by English law.
Where the Offer is validly accepted in respect of Vedanta Shares held in uncertificated form in accordance with Section D of this Part III, unless the relevant Vedanta Shareholder has become the registered shareholder of the related Vedanta Shares, no separate acceptance of the Offer may be made by the relevant holder of the Vedanta Shares, the custodian in respect of the Vedanta Shares and no person other than Volcan Investments shall have any rights whatsoever under the Offer in respect of the Vedanta Shares (save for the rights of such Vedanta Shareholder under paragraph 3 above).

Volcan Shares will be acquired by Volcan Investments fully paid and free from all liens, charges, encumbrances, rights of pre-emption and any other third party rights of any nature whatsoever and together with all rights attaching to them as at 31 July 2018, being the date of the announcement, or subsequently attaching or accruing to them, including, without limitation, voting rights and the right to receive and retain, in full, all dividends and other distributions (if any) declared, made or paid, or any other return of capital (whether by way of reduction of share capital or share premium account or otherwise) made on or after 31 July 2018 (other than the FY2018 Dividend). Accordingly, if after 31 July 2018 but prior to the Offer becoming, or being declared, unconditional in all respects any dividend, other distribution or return of capital is made or paid or becomes payable by Vedanta Resources (other than the FY2018 Dividend), Volcan Investments reserves the right (without prejudice to any right of Volcan Investments, with the consent of the Panel, to invoke the Condition in paragraph (h)(ii) of Section A of this Part III above) to reduce the consideration payable under the terms of the Offer by the aggregate amount of such dividend, distribution or other return of capital and, accordingly, to reduce the Offer Price although, in such circumstances, Vedanta Shareholders would be entitled to retain any such dividend, distribution or return of capital made or paid. Furthermore, Volcan Investments reserves the right to reduce the consideration payable under the Offer in respect of a Vedanta Share in such circumstances as are, and by such amount as is, permitted by the Panel. If any such dividend, distribution or other return of capital occurs, any reference in this document to the consideration payable or the Offer Price shall be deemed to be a reference to the consideration or Offer Price as so reduced. If such reduction occurs, notwithstanding the terms on which the Vedanta Shares are expressed to be acquired by Volcan Investments pursuant to the Offer in this Part III, the Vedanta Shares shall be acquired by or on behalf of Volcan Investments pursuant to the Offer together with all rights now and hereafter attaching to such Vedanta Shares including, without limitation, voting rights and the right to receive and retain, in full, all dividends and other distributions (if any) declared, made or paid or any other return of capital (whether by way of reduction of share capital or share premium account or otherwise) made on or after 31 July 2018 (other than the FY2018 Dividend). To the extent that such a dividend, distribution or return of capital has been declared, paid, made or is payable and it is: (i) transferred pursuant to the Offer on a basis which entitles Volcan Investments to receive the dividend, distribution or other return of capital and to retain it; or (ii) cancelled, the Offer Price will not be subject to change in accordance with the preceding paragraphs. Any exercise by Volcan Investments of its rights referred to in this paragraph shall be the subject of an announcement and, for the avoidance of doubt, shall not be regarded as constituting any revision or variation of the terms of the Offer.

If Volcan Investments is required by the Panel to make a mandatory offer for Vedanta Shares under Rule 9 of the Code, Volcan Investments may make such alterations to the Conditions set out in Section A of this Part III above as are necessary to comply with the provisions of that Rule.

Under Rule 13.5(a) of the Code, Volcan Investments may not invoke a Condition so as to cause the Offer not to proceed, to lapse or to be withdrawn unless the circumstances that give rise to the right to invoke the Condition are of material significance to Volcan Investments in the context of the Offer. The Conditions contained in paragraph (a) of Section A of this Part III above are not subject to this provision of the Code.

Volcan Investments reserves the right, subject to the prior consent of Vedanta Resources and the Panel (where necessary), to implement the Offer by way of a court approved scheme of arrangement in accordance with Part 26 of the Companies Act. In such event, the Acquisition will be implemented on substantially the same terms, subject to appropriate amendments, as those which would apply to the Offer.

6. Overseas Shareholders

(a) The making of the Offer in jurisdictions outside the United Kingdom or to Overseas Shareholders or to persons who are custodians, nominees of or trustees for such persons may be prohibited or affected by the laws of the relevant jurisdiction. Overseas Shareholders should inform themselves about and observe any applicable legal requirements. It is the responsibility of any Overseas Shareholders wishing to accept the Offer to satisfy themselves as to the full observance of the laws and regulatory requirements of the
relevant jurisdiction in connection with the Offer, including the obtaining of any governmental, exchange control or other consents which may be required, the compliance with other necessary formalities and the payment of any issue, transfer or other taxes or duties or payments due in such jurisdiction.

(b) Any Overseas Shareholder will be responsible for any such issue, transfer or other taxes or duties or payments, by whomever payable, and each of Volcan Investments and any person acting on their behalf shall be fully indemnified and held harmless by such Overseas Shareholder for such issue, transfer or other taxes or duties or payments as Volcan Investments may be required to pay in respect of the Offer insofar as it relates to such Overseas Shareholder. If you are an Overseas Shareholder and you are in any doubt about your position, you should consult your professional adviser in the relevant jurisdiction.

(c) Unless otherwise determined by Volcan Investments or required by the Code, and permitted by applicable law and regulation, the Offer is not being made, directly or indirectly, in or into or by use of the mails or any other means or instrumentality (including, without limitation, telephonic or electronic) of interstate or foreign commerce of, or any facility of a national, state or other securities exchange of, a Restricted Jurisdiction, and no person may accept the Offer by any such use, means, instrumentality or facility or from within a Restricted Jurisdiction. Accordingly, copies of this document, the Form of Acceptance and any related documents are not being, and must not be, directly or indirectly, mailed or otherwise forwarded or distributed in, into or from a Restricted Jurisdiction and persons receiving this document and/or the Form of Acceptance or any related document (including custodians, nominees and trustees) must not distribute or send them in, into or from a Restricted Jurisdiction. Doing so may invalidate any purported acceptance of the Offer.

(d) Copies of this document, the Form of Acceptance and any related offering document(s) are not being, and must not be, mailed, transmitted, or otherwise distributed or sent, in whole or in part, in, into or from any Restricted Jurisdiction including to Vedanta Shareholders or persons with information rights or participants in the Vedanta Share Plans with registered addresses in any Restricted Jurisdiction or to persons whom Volcan Investments knows to be agents, custodians, trustees or nominees holding Vedanta Shares for such persons. Persons receiving such documents (including, without limitation, agents, custodians, trustees or nominees) must not mail or otherwise distribute or send them in, into or from any Restricted Jurisdiction or use the mails of any Restricted Jurisdiction or any means or instrumentality or facility of interstate or foreign commerce of, or any facilities of a national securities exchange of any Restricted Jurisdiction for any purpose, directly or indirectly, in connection with the Offer, and so doing may invalidate any related purported acceptance of the Offer. Persons wishing to accept the Offer must not use the mails of any Restricted Jurisdiction or any such means, instrumentality or facilities for any purpose, directly or indirectly, relating to acceptance of the Offer. All Vedanta Shareholders (including, without limitation, agents, custodians, trustees or nominees) who have a contractual or legal obligation, or may otherwise intend, to forward this document, the Form of Acceptance or any related document, should read further the details in this regard which are contained in this paragraph 6, paragraph 7 of Section B of this Part III (in respect of Vedanta GDRs) and Sections C and D of this Part III before taking any action. Envelopes containing Forms of Acceptance, evidence of title or other related documents must not be postmarked in, or otherwise despatched from, any Restricted Jurisdiction and all acceptors must provide addresses outside a Restricted Jurisdiction for the receipt of the consideration to which they are entitled under the Offer and which is despatched by post or for the return of the Form of Acceptance and (in relation to Vedanta Shares in certificated form) any Vedanta Resources share certificate(s) and/or other document(s) of title.

(e) Save as provided in the remainder of this paragraph 6, a Vedanta Shareholder may be deemed not to have validly accepted the Offer if:

(i) he/she puts “NO” in Box 4 of the Form of Acceptance and therefore does not make the relevant representations and warranties set out in paragraph 3 of Section C below;

(ii) he/she completes Box 1 of the Form of Acceptance with an address in, or has a registered address in, any Restricted Jurisdiction and, in either case, he/she does not insert in Box 5 of the Form of Acceptance the name and address of a person or agent outside a Restricted Jurisdiction to whom he/she wishes the consideration to which he/she is entitled under the Offer to be sent, subject to the provisions of this paragraph 6(e) and applicable laws;

(iii) he/she inserts in Box 5 of the Form of Acceptance the name and address and/or telephone number of a person or agent in any Restricted Jurisdiction to whom he/she wishes the consideration to which he/she is entitled under the Offer to be sent;
(iv) the Form of Acceptance received from him/her is in an envelope postmarked in, or otherwise appears to Volcan Investments or its agents to have been sent from, any Restricted Jurisdiction;

(v) he/she does not make the relevant representations and warranties set out in paragraph 3 of Section D below; or

(vi) he/she makes a Restricted Escrow Transfer pursuant to paragraph 6(h) below unless he/she also makes a related Restricted ESA Instruction which is accepted by the Receiving Agent.

Volcan Investments reserves the right, in its sole discretion, to investigate, in relation to any acceptance, whether the relevant representations and warranties set out in paragraph 3 of Section C or (as the case may be) Section D below could have been truthfully given by the relevant Vedanta Shareholder and, if such investigation is made and, as a result, Volcan Investments determines that such representation and warranty could not have been so given or is not correct, such acceptance shall not, save as provided in the remainder of this paragraph 6, be valid.

(f) If, in connection with the making of the Offer, notwithstanding the restrictions described above, any person (including, without limitation, agents, custodians, nominees and trustees), whether pursuant to a contractual or legal obligation or otherwise, forwards this document, the Form of Acceptance or any related offer document in, into or from any Restricted Jurisdiction or uses the mails of or any means or instrumentality (including, without limitation, e-mail, telex and telephone) of interstate or foreign commerce of, or any facilities of a national securities exchange of, any Restricted Jurisdiction in connection with such forwarding, such person should:

(i) inform the recipient of such fact;

(ii) explain to the recipient that such action may invalidate any purported acceptance by the recipient; and

(iii) draw the attention of the recipient to this paragraph 6.

(g) Notwithstanding anything to the contrary contained in this document or the Form of Acceptance, Volcan Investments may, in its sole and absolute discretion, make the Offer (with or without giving effect to this paragraph 6) in any Restricted Jurisdiction pursuant to an exemption under applicable law in a Restricted Jurisdiction or if Volcan Investments is satisfied in that particular case that to do so would not constitute a breach of any securities or other relevant legislation of any Restricted Jurisdiction, and in this connection the provisions of paragraph 3 of Section C and paragraph 3 Section D of this Part III will be varied accordingly.

(h) If a Vedanta Shareholder holding Vedanta Shares in uncertificated form is unable to give the warranties set out in paragraph 3 of Section D below, but nevertheless can provide satisfactory evidence to Volcan Investments that he/she is able to accept the Offer in compliance with all relevant legal and regulatory requirements, he/she may only purport to accept the Offer by sending (or if a CREST sponsored member, procuring that his/her CREST sponsor sends) both (i) a TTE Instruction to a designated escrow balance detailed below (a “Restricted Escrow Transfer”) and (ii) one or more valid ESA instructions (a “Restricted ESA Instruction”). Such purported acceptance will not be treated as a valid acceptance unless both the Restricted Escrow Transfer and the Restricted ESA Instruction settle in CREST and Volcan Investments decides, in its absolute discretion, to exercise its right described in paragraph 6(i) below to waive, vary or modify the terms of the Offer relating to Overseas Shareholders, to the extent required to permit such acceptance to be made, in each case during the acceptance period set out in paragraph 1 above. If Volcan Investments accordingly decides to permit such acceptance to be made, the Receiving Agent will, on behalf of Volcan Investments, accept the purported acceptance as an Electronic Acceptance on the terms of this document (as so waived, varied or modified) by transmitting in CREST a receiving agent accept (AEAN) message. Otherwise, the Receiving Agent will, on behalf of Volcan Investments, reject the purported acceptance by transmitting in CREST a receiving agent reject (AEAD) message.

Each Restricted Escrow Transfer must, in order for it to be valid and settle, include the following details:

• the ISIN for the Vedanta Shares (this is GB0033277061);

• the number of Vedanta Shares in respect of which the Offer is to be accepted;

• the member account ID and participant ID of the Vedanta Shareholder;

• the participant ID of the Escrow Agent. This is 3RA19;

• the member account ID of the Escrow Agent specific to a Restricted Escrow Transfer. This is RESTRICT;
the intended settlement date;
the corporate action reference number for the Offer which is allocated by Euroclear and can be found by viewing the relevant corporate action details in CREST;
input standard delivery instruction of priority of at least 90; and
contact name and telephone number to be inserted in the shared note field.

Each Restricted ESA Instruction must, in order for it to be valid and settle, include the following details:

• the ISIN for the Vedanta Shares (this is GB0033277061);
• the number of Vedanta Shares relevant to the Restricted ESA Instruction;
• the member account ID and participant ID of the accepting Vedanta Shareholder;
• the participant ID of the Escrow Agent. This is 3RA19;
• the member account ID of the Escrow Agent set out in the Restricted Escrow Transfer;
• the transaction reference number of the Restricted Escrow Transfer to which the Restricted ESA Instruction relates;
• the intended settlement date;
• the corporate action number for the Offer which is allocated by Euroclear and can be found by viewing the relevant corporate action details in CREST; and
• input standard delivery instruction of priority of at least 80.

(i) The provisions of this paragraph 6(i) supersede any terms of the Offer inconsistent with them. The provisions of this paragraph 6(i) and/or any other terms of the Offer relating to Overseas Shareholders may be waived, varied or modified as regards specific Vedanta Shareholders or on a general basis by Volcan Investments in its absolute discretion but only if Volcan Investments is satisfied that such waiver, variance or modification will not constitute a breach of any applicable securities or other law.

(j) If any written notice purporting to withdraw an acceptance in accordance with paragraph 3 above is received in an envelope postmarked in, or which otherwise appears to Volcan Investments or its agents to have been sent from any Restricted Jurisdiction whose laws may have been violated by the acceptance, Volcan Investments reserves the right, in its absolute discretion, to treat that notice as being valid.

(k) Neither Volcan Investments nor its advisers nor any person acting on behalf of any of them shall have any liability to any person for any loss or alleged loss arising from any decision as to the treatment of acceptances of the Offer on any of the bases set out above or otherwise in connection therewith.

(l) References in this paragraph 6 to a Vedanta Shareholder shall include references to the person or persons executing a Form of Acceptance and, in the event of one or more persons executing a Form of Acceptance, the provisions of this paragraph 6 shall apply to them jointly and to each of them.

(m) Vedanta Resources is a public limited company incorporated in England. The Offer is being made to Vedanta Shareholders in the United States in compliance with the applicable US tender offer rules under the US Exchange Act, including Regulation 14E thereunder, and otherwise in accordance with the requirements of English law, the Code, the Panel, the London Stock Exchange and the FCA. Accordingly, the Offer is subject to disclosure and other procedural requirements, including with respect to withdrawal rights, the offer timetable, settlement procedures and timing of payments that are different from those applicable under US domestic tender offer law and practice. Vedanta Resources’ financial information, including any included in the offer documentation, will not have been prepared in accordance with US generally accepted accounting principles, or derived therefrom, and may therefore differ from, and not be comparable with, financial information of US companies. The Offer is being made in the United States by Volcan Investments and no one else.

Volcan Investments and its affiliates or brokers (acting as agents for Volcan Investments or its affiliates, as applicable) may from time to time, and other than pursuant to the Offer, directly or indirectly purchase or arrange to purchase outside the United States shares in Vedanta Resources or any securities that are convertible into, exchangeable for or exercisable for such shares before or during the period in which the Offer remains open for acceptance, to the extent permitted by, and in compliance with, Rule 14e-5 under the US Exchange Act and in compliance with the Code. These purchases may occur either in the open market at prevailing prices or in private transactions at negotiated prices. Information about any such
purchases or arrangements to purchase that is made public in accordance with English law and practice will be available to all investors (including in the United States) via the Regulatory News Service on www.londonstockexchange.com. In addition, in accordance with, and to the extent permitted by, the Code, normal UK market practice and Rule 14e-5 under the US Exchange Act, J.P. Morgan Cazenove, Credit Suisse and Lazard, and their respective affiliates may continue to act as exempt principal traders in Vedanta Shares on the London Stock Exchange and engage in certain other purchasing activities consistent with their respective normal and usual practice and applicable law, including Rule 14e-5 under the US Exchange Act. To the extent required by applicable law (including the Code), information about any such purchases will be available to all investors (including in the United States) via the Regulatory News Service on www.londonstockexchange.com. To the extent that such information is made public in the United Kingdom, this information will also be publicly disclosed in the United States.

Neither the US Securities Exchange Commission nor any US state securities commission has approved or disapproved the Offer or passed upon the adequacy or completeness of this document. Any representation to the contrary is a criminal offence in the United States. It may be difficult for US holders of Vedanta Resources securities to enforce their rights under any claim arising out of the US federal securities laws, since Volcan Investments and Vedanta Resources are located outside the United States, and some or all of their officers and directors may be resident outside the United States. US Vedanta Shareholders may not be able to sue a non-US company or its officers or directors in a non-US court for violations of the US securities laws. Further, it may be difficult to compel a non-US company and its affiliates to subject themselves to a US court’s judgement and a US court may lack jurisdiction over such persons.

Overseas Shareholders should inform themselves about and observe any applicable legal or regulatory requirements. If you are in any doubt about your position, you should consult your professional adviser in the relevant jurisdiction.

7. Holders of Vedanta GDRs

The provisions of paragraphs 1 to 6 of Section B of this Part III will apply in respect of all Vedanta Shares, including Vedanta Shares represented by Vedanta GDRs. The following terms and conditions will apply specifically to Vedanta GDR Holders, unless the context otherwise requires, in respect of the Offer.

Notices and documents

(a) Although no revision is envisaged, if the Offer is revised as set out in paragraph 4 of Section B of this Part III, Volcan Investments will notify and will send the revised offer document to the GDR Tender Agent, which will provide a summary of the revised terms to Euroclear and Clearstream. The revised offer document will also be available on Vedanta Resources’ website at http://www.vedantaresources.com/investor-relations/volcan-offer.

(b) If the Offer becomes unconditional, Volcan Investments will give written notice to the GDR Tender Agent which will, in turn, provide such notice to Euroclear and Clearstream.

(c) If Volcan Investments makes an announcement as described in paragraph 1(k) of Section B of this Part III, Volcan Investments will give written notice to the GDR Tender Agent which will, in turn provide such notice to Euroclear and Clearstream.

Withdrawal rights and procedures

(d) Volcan Investments will notify the GDR Tender Agent at any time at which an accepting registered holder of Vedanta Shares may withdraw his acceptance of the Offer pursuant to paragraphs 3(a), 3(b), 3(c) and 3(d) of Section B of this Part III and a Vedanta GDR Holder (or, if applicable, brokers and other securities intermediaries holding Vedanta GDRs on behalf of customers) who has given instructions (through the settlement system of Euroclear or Clearstream) to the GDR Tender Agent to procure acceptance of the Offer in respect of the Vedanta Shares represented by his Vedanta GDRs may provide instructions to the GDR Tender Agent (through the settlement system of Euroclear or Clearstream) to withdraw the relevant acceptance. If such instructions are provided in sufficient time to enable the GDR Tender Agent to act while the withdrawal rights may be exercised by Vedanta Shareholders, the GDR Tender Agent will procure the withdrawal of the relevant acceptance in accordance with paragraph 3(a) of Section B of this Part III. Holders of beneficial interests in Vedanta GDRs through a bank, broker or other intermediary must refer to such securities intermediary before taking any action; in such cases, only the securities intermediary will be able to take the action referred to in this paragraph 7(d) on behalf of such holders in relation to the Vedanta GDRs in which they have a beneficial interest.
Following the withdrawal of an acceptance pursuant to paragraph 7(d) of Section B of this Part III, the GDR Tender Agent shall unblock the corresponding Vedanta GDRs in the Euroclear or Clearstream account in which they are held, such that they are capable of being traded immediately.

All questions as to the validity (including time of receipt) of any notice of withdrawal will be determined by Volcan Investments whose determination (except as may be required by the Panel) will be final and binding. None of Volcan Investments, the GDR Tender Agent, the Receiving Agent or any other person will be under any duty to give notification of any defects or irregularities in any notice of withdrawal or incur any liability for failure to give such notification.

Revised offer

In circumstances in which the deemed acceptance and/or election referred to in paragraphs 4(a) and 4(b) of Section B of this Part III applies, a Vedanta GDR Holder who has given instructions to the GDR Tender Agent to procure acceptance of the Offer in relation to the Vedanta Shares represented by his Vedanta GDRs (through the settlement system of Euroclear or Clearstream), and who has not validly instructed the GDR Tender Agent to procure the withdrawal of the relevant acceptance, shall be known as a “previous instructor”. The terms set out above in paragraph 4(a) and 4(b) of Section B of this Part III shall apply, mutatis mutandis, to any instruction given by a previous instructor to the GDR Tender Agent to procure acceptance of the Offer in relation to the Vedanta Shares represented by his Vedanta GDRs.

Subject to paragraphs 4(h) and 6 of Section B of this Part III, Volcan Investments and the GDR Tender Agent reserve the right to treat an instruction from a Vedanta GDR Holder to the GDR Tender Agent which is received (or dated) after the announcement or issue of any revised offer as a valid instruction to the GDR Tender Agent to procure acceptance of the revised offer in relation to the Vedanta Shares represented by his Vedanta GDRs (and, where applicable, a valid election for the alternative forms of consideration). Such instruction will constitute an authority in the terms of paragraphs 4(a) and 4(b) of Section B of this Part III, mutatis mutandis, on behalf of the relevant Vedanta GDR Holders.

General

If the Offer does not become unconditional in all respects, or lapses or is withdrawn:

(i) Volcan Investments and Vedanta GDR Holders who have given instructions to the GDR Tender Agent to procure acceptance of the Offer in relation to the Vedanta Shares represented by their Vedanta GDRs will cease to be bound by instructions submitted before the time the Offer lapses or is withdrawn; and

(ii) the GDR Tender Agent will unblock the corresponding Vedanta GDRs in the Euroclear or Clearstream account in which they are held so that such Vedanta GDRs are capable of being traded as soon as possible after the Offer lapses.

Words and expressions defined in this document have the same meanings when used in the instructions to the GDR Tender Agent unless the context requires otherwise. The provisions of this Section B of this Part III shall be deemed to be incorporated into, and form part of, instructions to the GDR Tender Agent to the extent applicable.

If the expiry date of the Offer is extended, a reference in an instruction to the GDR Tender Agent and/or notice to Vedanta GDR Holders to the “Closing Date” will (except in the definition of Offer Period and in paragraphs 1(a) and 5(e) of Section B of this Part III and where the context requires otherwise) be deemed to refer to the expiry date of the Offer as so extended.

No acknowledgement of receipt of instruction to the GDR Tender Agent, communication or notice will be given by or on behalf of Volcan Investments.

Notwithstanding any other provision of Section B of this Part III, Volcan Investments reserves the right to treat as valid, in whole or in part, any instruction by a Vedanta GDR Holder to the GDR Tender Agent to procure acceptance of the Offer in relation to the Vedanta Shares represented by his Vedanta GDRs which is not entirely in order or in correct form.

The instructions to the GDR Tender Agent and all action taken or made or deemed to be taken or made by a Vedanta GDR Holder or the GDR Tender Agent pursuant to any of the provisions of this document and the relationship between a Vedanta GDR Holder and the GDR Tender Agent are governed by, and will be construed in accordance with, English law. Submission by a Vedanta GDR Holder of an instruction to the GDR Tender Agent constitutes his agreement that the Courts of England shall have exclusive jurisdiction.
to settle any dispute arising in connection with the creation, validity, effect, interpretation or performance of, or the legal relations established by his agreement with the GDR Tender Agent and under the provisions of this document, or otherwise arising in connection with his agreement with the GDR Tender Agent.

(o) Submission by a Vedanta GDR Holder of an instruction to the GDR Tender Agent constitutes an agreement between such Vedanta GDR Holder and the GDR Tender Agent (on the terms and subject to the Conditions set out in this Part III and in the instruction itself) pursuant to which the GDR Tender Agent or its custodian or its nominee is authorised, empowered and instructed, among other things, to execute, in accordance with the terms set out in this document, a Form of Acceptance and/or make an Electronic Acceptance in relation to such number of Vedanta Shares as are represented by the Vedanta GDRs that have been blocked for the purpose of tendering in the Offer.

(p) Each Vedanta GDR Holder who gives an instruction to the GDR Tender Agent irrevocably undertakes, represents, warrants and agrees to and with the GDR Tender Agent and Volcan Investments (so as to bind him, his personal or legal representatives, heirs, successors and assigns) that the provisions of this Part III shall apply, mutatis mutandis, to the instruction and in respect of its Vedanta GDRs which are the subject of the instruction. Without limitation, each such Vedanta GDR Holder irrevocably represents and warrants to the GDR Tender Agent and Volcan Investments that such Vedanta GDR Holder:

(i) has not received or sent, in whole or in part, copies or originals of this document or any related offer documents in, into or from any Restricted Jurisdiction;

(ii) has not otherwise utilised in connection with the Offer, directly or indirectly, the mails or any means or instrumentality (including, without limitation, e-mail, facsimile, telex or telephone) of interstate or foreign commerce, or any facilities of a national securities exchange, of any Restricted Jurisdiction;

(iii) is accepting the Offer from outside any Restricted Jurisdiction and was not in a Restricted Jurisdiction when the instruction to the GDR Tender Agent to procure acceptance of the Offer in relation to the Vedanta Shares represented by his/her Vedanta GDRs was sent, is not an agent or fiduciary acting on a non-discretionary basis for a principal unless such principal has given all instructions with respect to the Offer from outside any Restricted Jurisdiction, and is not accepting the Offer for a Restricted Overseas Person for whom such Vedanta GDR Holder is acting on a non-discretionary basis; and

(iv) if an Overseas Shareholder, has observed the laws and regulatory requirements of all relevant jurisdictions, obtained any requisite governmental or other consents, complied with all requisite formalities, paid any issue, transfer or other taxes or duties due from him/her in each case in connection with such acceptance in any such jurisdiction and has not taken or omitted to take any action which will or may result in Volcan Investments or any other person acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the Offer or his/her acceptance of the Offer.

(q) Each Vedanta GDR Holder who gives an instruction to the GDR Tender Agent represents and warrants to the GDR Tender Agent and Volcan Investments (so as to bind him, his personal or legal representatives, heirs, successors and assigns) that he has full power and authority to tender, sell and deliver, and has not entered into any other agreement to tender, sell or deliver, the Vedanta GDRs comprised or deemed to be comprised in such instruction and that such Vedanta GDRs (and, so far as the relevant Vedanta GDR Holder is aware, the Vedanta Shares represented by such Vedanta GDRs) will be delivered with full legal and beneficial title and are free and clear of any encumbrances and all other third party rights and restrictions of any kind.

(r) Volcan Investments reserves the right to introduce a new form of acceptance, including such changes as it considers reasonable, for the purpose of enabling the GDR Tender Agent to procure the acceptance of the Offer following instructions from Vedanta GDR Holders.

Section C: Form of Acceptance for Vedanta Shares in certificated form

This Section C only applies to Vedanta Shares in certificated form. If you hold all your Vedanta Shares in uncertificated form, you should ignore this Section C and instead read Section D below.

For the purposes of this Section C and the Form of Acceptance, the phrase “Vedanta Shares comprised in the acceptance” means the number of Vedanta Shares inserted in Box 2 of the Form of Acceptance or, if no
number is inserted or a number greater than such Vedanta Shareholder’s registered holding is inserted, the greater of:

(a) the relevant Vedanta Shareholder’s entire holding of Vedanta Shares as disclosed by details of the register of members made available to Computershare prior to the time the relevant Form of Acceptance is processed by them;

(b) the relevant Vedanta Shareholder’s entire holding of Vedanta Shares as disclosed by details of the register of members made available to Computershare prior to the latest time for receipt of Forms of Acceptance which can be taken into account in determining whether the Offer is unconditional as to acceptances; and

(c) the number of Vedanta Shares in respect of which certificate(s), or an indemnity in lieu, is received.

Each Vedanta Shareholder by whom, or on whose behalf, any Form of Acceptance is executed and received by the Receiving Agent or by or on behalf of Volcan Investments, irrevocably undertakes, represents, warrants and agrees to and with Volcan Investments, Volcan Investments and the Receiving Agent (so as to bind him, his executors, personal representatives, heirs, successors and assignees) that:

1. The execution of the Form of Acceptance and its delivery to the Receiving Agent shall constitute, subject to the provisions of paragraph 6 of Section B above:

   (a) an acceptance, or deemed acceptance, of the Offer in respect of the number of Vedanta Shares inserted, or deemed inserted, in Box 2 of the Form of Acceptance;

   (b) if no boxes are completed or if Box 2 of the Form of Acceptance is left blank or a number greater than such Vedanta Shareholder’s registered holding appears in Box 2 and the Form of Acceptance is signed or the Form of Acceptance is otherwise completed incorrectly but is signed, an acceptance by such Vedanta Shareholder of the Offer in respect of the total number of Vedanta Shares in the default currency of US$ comprised in the acceptance; and

   (c) an authority to Volcan Investments or its agents to execute any further documents and give any further assurances which may be required in connection with any of the foregoing and an undertaking to execute all or any further documents and/or give any such further assurances as may be required to enable Volcan Investments to obtain the full benefit of this Section C and/or to perfect any of the authorities expressed to be given under this Section C,

   in each case on and subject to the terms and Conditions set out in this document and the Form of Acceptance and that, subject to the rights of withdrawal set out in paragraph 3 of Section B above, each such acceptance shall be irrevocable;

2. He is irrevocably and unconditionally entitled to transfer the Vedanta Shares in respect of which the Form of Acceptance is completed and that the Vedanta Shares in certificated form in respect of which the Offer is accepted, or is deemed to be accepted, are sold fully paid and free from all liens, charges, encumbrances, rights of pre-emption and any other third party rights of any nature whatsoever and together with all rights attaching to them as at the date of this document or subsequently attaching to them, including, without limitation, voting rights and the right to receive and retain in full all dividends and other distributions, if any, declared, made or paid or any other return of capital (whether by way of reduction of share capital or share premium account or otherwise) made, on or after the date of this document;

3. Unless “NO” is inserted, or deemed to be inserted, in Box 4 of the Form of Acceptance, such Vedanta Shareholder:

   (a) has not received or sent, in whole or in part, copies or originals of this document, the Form of Acceptance or any related offer documents in, into or from any Restricted Jurisdiction;

   (b) has not otherwise utilised in connection with the Offer, directly or indirectly, the mails or any means or instrumentality (including, without limitation, e-mail, facsimile, telex or telephone) of interstate or foreign commerce, or any facilities of a national securities exchange, of any Restricted Jurisdiction;

   (c) is accepting the Offer from outside any Restricted Jurisdiction and was not in a Restricted Jurisdiction when the Form of Acceptance was sent, at the time of accepting the Offer is not an agent or fiduciary acting on a non-discretionary basis for a principal unless such principal has given all instructions with respect to the Offer from outside any Restricted Jurisdiction, and is not accepting the Offer for a Restricted Overseas Person for whom such Vedanta Shareholder is acting on a non-discretionary basis; and
(d) if an Overseas Shareholder, has observed the laws and regulatory requirements of all relevant jurisdictions, obtained any requisite governmental or other consents, complied with all requisite formalities, paid any issue, transfer or other taxes or duties due from him/her in each case in connection with such acceptance in any such jurisdiction and has not taken or omitted to take any action which will or may result in Volcan Investments or any other person acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the Offer or his/her acceptance of the Offer;

4. The execution of the Form of Acceptance and its receipt by the Receiving Agent constitutes, subject to the Offer becoming, or being declared, unconditional in all respects in accordance with its terms and to an accepting Vedanta Shareholder not having validly withdrawn his acceptance, the irrevocable separate appointment of the attorney (as defined in paragraph 4(a) of Section B above) as such Vedanta Shareholder’s attorney and/or agent, and an irrevocable instruction to the attorney:

(a) to complete and execute all or any form(s) of transfer and/or other document(s) whatever at the attorney’s discretion in relation to the Acceptance Shares in favour of Volcan Investments or such other person or persons as Volcan Investments or its agents may direct;

(b) to deliver such form(s) of transfer and/or other document(s) at the attorney’s discretion together with the certificate(s) and or other document(s) relating to the Acceptance Shares for registration within four months of the Offer becoming unconditional in all respects; and

(c) to execute all such other documents and to do all such other acts and things as may in the opinion of such attorney be necessary or expedient for the purpose of, or in connection with, the acceptance of the Offer and, if applicable, any election under it and in order to vest in Volcan Investments or its nominee(s) the Acceptance Shares and to give any further assurances which may be required in connection with any of the foregoing;

5. The execution of the Form of Acceptance and its receipt by the Receiving Agent constitutes, subject to the Offer becoming, or being declared, unconditional in all respects in accordance with its terms, a separate irrevocable authority and request (subject to paragraph 6 of Section B above):

(a) to Vedanta Resources or its agents, to procure the registration of the transfer of the Vedanta Shares pursuant to the Offer and the delivery of the share certificate(s) and/or other document(s) of title in respect thereof to Volcan Investments or as it may direct; and

(b) to Volcan Investments, its agents or the attorney (as defined in paragraph 4(a) of Section B above) to procure the despatch by post (or such other method as may be approved by the Panel) of a cheque drawn on a branch of a United Kingdom clearing bank for any cash consideration to which an accepting Vedanta Shareholder may become entitled pursuant to his acceptance of the Offer, at the risk of such Vedanta Shareholder, to the person or agent whose name and address (outside any Restricted Jurisdiction) is set out in Box 1 of the Form of Acceptance or, if none is set out, to the first-named holder at his registered address (outside any Restricted Jurisdiction);

6. After the Offer has become, or been declared, unconditional in all respects (or, in relation to a resolution which concerns the last remaining Condition of the Offer, the Offer will become, or be declared, unconditional in all respects or lapse depending upon the outcome of that resolution) and in such other circumstances as Volcan Investments may request and the Panel may permit:

(a) Volcan Investments or its agents shall be entitled to direct the exercise of any votes and any or all other rights and privileges attaching to any Acceptance Shares (including the right to requisition the convening of a general meeting of Vedanta Resources or of any class of its shareholders);

(b) the execution of the Form of Acceptance constitutes:

(i) a separate authority to Vedanta Resources and/or each of its agents from the holder of Acceptance Shares to send any notice, warrant, circular, document or other communication which may be required to be sent to him/her as a member of Vedanta Resources (including any share certificate(s) and/or other document(s) of title issued as a result of conversion of such Vedanta Shares into certificated form) in respect of the Acceptance Shares to Volcan Investments at its registered office or at the address referred to in paragraph 3(a) of Section B above;

(ii) an irrevocable authority to Volcan Investments and/or each of its agents from such holder to sign any consent to short notice of a general meeting or separate class meeting on his/her behalf and/or to execute a form(s) of proxy in respect of such Acceptance Shares appointing any person(s)
nominated by Volcan Investments to attend general meetings and separate class meetings of Vedanta Resources or its members or any of them (and any adjournment) and to exercise the votes attaching to such Acceptance Shares on his behalf, such votes to be cast, where relevant, so far as possible to satisfy any outstanding condition of the Offer; and

(iii) the agreement of such Vedanta Shareholder not to exercise any of such rights without the consent of Volcan Investments and the irrevocable undertaking of such Vedanta Shareholder not to appoint a proxy or proxies or a corporate representative for or to attend general meetings or separate class meetings of Vedanta Shareholders (or any adjournment thereof);

7. He/she will deliver, or procure the delivery, to the Receiving Agent at the address referred to in paragraph 3(a) of Section B above, of his/her share certificate(s) and/or other document(s) of title in respect of Acceptance Shares which are in certificated form, or an indemnity acceptable to Volcan Investments in lieu thereof, as soon as possible and in any event within four months of the Offer becoming or being declared unconditional in all respects in accordance with its terms;

8. The execution of the Form of Acceptance constitutes his or her irrevocable submission, in relation to all matters arising out of the Offer and the Form of Acceptance, to the exclusive jurisdiction of the courts of England and Wales or of such other court as Volcan Investments or the Receiving Agent may bring proceedings pursuant to paragraph 5(bb) of Section B above;

9. The terms and Conditions to the Offer in this document shall be deemed to be incorporated in, and form part of, the Form of Acceptance, which shall be read and construed accordingly;

10. If he/she accepts the Offer, subject to the Offer becoming unconditional in all respects in accordance with its terms, he/she shall promptly, following request by or on behalf of Volcan Investments, do all such acts and things as shall, in the opinion of Volcan Investments or the Receiving Agent be necessary or expedient to vest in Volcan Investments, or its nominee(s) or such other person as Volcan Investments may decide, the Acceptance Shares or to enable the Receiving Agent to perform its functions for the purposes of the Offer; and accordingly grants power(s) of attorney and authorities on the terms conferred by or referred to in these paragraphs which are given by way of security for the performance of the obligations of such Vedanta Shareholder and which are irrevocable (in respect of powers of attorney, in accordance with section 4 Powers of Attorney Act 1971);

11. He/she agrees to ratify each and every act or thing which may be done or effected by Volcan Investments or the Receiving Agent or their respective directors or agents, as the case may be, in the exercise of any of his/her or their respective powers and/or authorities hereunder and to indemnify each such person from losses arising therefrom;

12. If any provisions of Section B or this Section C shall be unenforceable or invalid or shall not operate to afford Volcan Investments, Vedanta Resources or the Receiving Agent or their respective directors or agents the benefit of the authority expressed to be given therein, he/she will, with all practicable speed, do all such acts and things and execute all such documents that may be required by them to enable them or any of them to secure the full benefit of Section B and this Section C;

13. He/she agrees that he/she does not expect J.P. Morgan Cazenove or Credit Suisse to have any duties or responsibilities towards him/her comparable or similar to those imposed by the FCA's rules requiring best execution and suitability and that in respect of the Offer he/she is not and will not be a customer or client of J.P. Morgan Cazenove or Credit Suisse; and

14. The *ejusdem generis* principle of construction shall not apply to the terms and Conditions of the Offer and/or the Form of Acceptance. Accordingly, general words shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class of acts, matters or things or by examples falling within the general words.

References in this Section C to a Vedanta Shareholder shall include references to the person or persons executing a Form of Acceptance and, in the event of more than one person executing a Form of Acceptance, the provisions of this Section C shall apply to them jointly and to each of them. On execution, the Form of Acceptance shall take effect as a deed.
Section D: Electronic Acceptance

This Section D only applies to Vedanta Shares held in uncertificated form. If you hold all your Vedanta Shares in certificated form, you should ignore this Section D and instead read Section C above.

For the purposes of this Section D, the phrase “Vedanta Shares comprised in the acceptance” means, in respect of any Vedanta Shares held in uncertificated form, the number of Vedanta Shares that are transferred by the relevant Vedanta Shareholder to his/her escrow account by means of an Electronic Acceptance.

Each Vedanta Shareholder by whom, or on whose behalf, an Electronic Acceptance is made, irrevocably undertakes, represents, warrants and agrees to and with Volcan Investments and the Receiving Agent (so as to bind him, his executors, personal representatives, heirs, successors and assignees) that:

1. The Electronic Acceptance shall constitute, subject to the provisions of paragraph 6 of Section B above:
   (a) an acceptance of the Offer in respect of the number of Vedanta Shares comprised in the acceptance to which a TTE Instruction relates;
   (b) an authority to Volcan Investments or its agents to execute any further documents, take any further action and give any further assurances which may be required in connection with any of the foregoing and an undertaking to execute all or any further documents and/or give any such further assurances as may be required to enable Volcan Investments to obtain the full benefit of this Section D and/or to perfect any of the authorities expressed to be given under this Section D; and
   (c) in each case on and subject to the terms and Conditions set out in this document and that, subject to the rights of withdrawal set out in paragraph 3 of Section B above, each such acceptance shall be irrevocable;

2. Such Vedanta Shareholder has the right to dispose of the Vedanta Shares comprised in the acceptance and that the Vedanta Shares comprised in the acceptance are sold fully paid and with full title guarantee free from all liens, charges, encumbrances and other third party rights and other interests and together with all rights now and in the future attaching to them including the right to receive and retain all dividends, interest and other distributions declared, made or paid in the future;

3. Unless he/she sends a Restricted Escrow Transfer and a Restricted ESA Instruction (each as defined in paragraph 6(h) of Section B above) which is accepted by a receiving agent accept (AEN) message pursuant to paragraph 6(h) of Section B above, such Vedanta Shareholder:
   (i) has not received or sent, in whole or in part, copies or originals of this document, the Form of Acceptance or any related offer documents in, into or from any Restricted Jurisdiction;
   (ii) has not otherwise utilised in connection with the Offer, directly or indirectly, the mails or any means or instrumentality (including, without limitation, e-mail, facsimile, telex or telephone) of interstate or foreign commerce of, or any facilities of a national securities exchange, of any Restricted Jurisdiction;
   (iii) is accepting the Offer from outside any Restricted Jurisdiction and was not in a Restricted Jurisdiction when the relevant TTE Instruction(s) was inputted and settled, is not an agent or fiduciary acting on a non-discretionary basis for a principal unless such principal has given all instructions with respect to the Offer from outside any Restricted Jurisdiction and no TTE Instruction(s) has been sent in, into or from any Restricted Jurisdiction or signed in any Restricted Jurisdiction, and is not accepting the Offer for a Restricted Overseas Person for whom such Vedanta Shareholder is acting on a non-discretionary basis; and
   (iv) if an Overseas Shareholder, has observed the laws and regulatory requirements of all relevant jurisdictions, obtained any requisite governmental or other consents, complied with all requisite formalities, paid any issue, transfer or other taxes or duties due from him/her in each case in connection with such acceptance in any such jurisdiction and has not taken or omitted to take any action which will or may result in Volcan Investments or any other person acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the Offer or his/her acceptance of the Offer;

4. The Electronic Acceptance constitutes, subject to the Offer becoming, or being declared, unconditional in all respects in accordance with its terms and to an accepting Vedanta Shareholder not having validly withdrawn his acceptance, the irrevocable separate appointment of the attorney (as defined in paragraph 4(a) of Section B above) as such Vedanta Shareholder’s attorney and/or agent, and an
irrevocable instruction to the attorney to do all such acts and things as may in the opinion of such attorney be necessary or expedient for the purpose of, or in connection with, the acceptance of the Offer and, if applicable, any election under it and in order to vest in Volcan Investments or its nominee(s) the Acceptance Shares;

5. The Electronic Acceptance constitutes, subject to the Offer becoming or being declared unconditional in all respects, a separate irrevocable authority and request (subject to paragraph 6 of Section B above) to the attorney (as defined in paragraph 4(a) of Section B above) to procure (in respect of those Vedanta Shares held in uncertificated form) the satisfaction of any cash entitlement to which an accepting shareholder may become entitled by means of a CREST payment in favour of the accepting shareholder’s payment bank provided that Volcan Investments may (if for any reason it wishes to do so) settle all or any part of such entitlement for all or any accepting Vedanta Shareholder by cheque in favour of the first-named holder despatched by post to an address outside any Restricted Jurisdiction stipulated by such holder or as otherwise determined by Volcan Investments;

6. The Electronic Acceptance will constitute, subject to the person accepting the Offer not having validly withdrawn his acceptance, the irrevocable appointment of the attorney (as defined in paragraph 4(a) of Section B above) as such shareholder’s attorney and/or agent and with the authority to complete and/or execute any further documents and give any further assurances which may be required in connection with any of the foregoing;

7. After the Offer has become or been declared unconditional in all respects (or, in relation to a resolution which concerns the last remaining Condition of the Offer, the Offer will become, or be declared, unconditional in all respects or lapse depending upon the outcome of that resolution) and in such other circumstances as Volcan Investments may request and the Panel may permit:

(a) Volcan Investments or its agents shall be entitled to direct the exercise of any votes and any or all other rights and privileges attaching to any Acceptance Shares (including the right to requisition the convening of a general meeting of Vedanta Resources or of any class of its shareholders);

(b) the Electronic Acceptance constitutes:

(i) an authority to Vedanta Resources or its agents from the holder of Acceptance Shares to send any notice, warrant, circular, document or other communication which may be required to be sent to him/her as a member of Vedanta Resources (including any share certificate(s) and/or other document(s) of title issued as a result of conversion of such Vedanta Shares into certificated form) in respect of the Acceptance Shares to Volcan Investments at its registered office or at the address referred to in paragraph 3(a) of Section B above;

(ii) an irrevocable authority to Volcan Investments or its agents from such holder to sign any consent to short notice of a general meeting or separate class meeting on his/her behalf and/or to execute a form(s) of proxy in respect of such Acceptance Shares appointing any person(s) nominated by Volcan Investments to attend general meetings and separate class meetings of Vedanta Resources or its members or any of them (and any adjournment thereof) and to exercise the votes attaching to such Acceptance Shares on his behalf, such votes to be cast, where relevant, so far as possible, to satisfy any outstanding Condition of the Offer; and

(iii) the agreement of such Vedanta Shareholder not to exercise any of such rights without the consent of Volcan Investments and the irrevocable undertaking of such Vedanta Shareholder not to appoint a proxy or proxies or a corporate representative for or to attend general meetings or separate class meetings of Vedanta Shareholders (or any adjournment thereof);

8. the Electronic Acceptance constitutes the irrevocable appointment of the Receiving Agent as such Vedanta Shareholder’s attorney and/or agent and an irrevocable instruction and authority to the attorney and/or agent:

(a) subject to the Offer becoming or being declared unconditional in all respects in accordance with its terms and to such Vedanta Shareholder not having validly withdrawn his acceptance, to transfer to itself (or to such other person or persons as Volcan Investments or its agents may direct) by means of CREST all or any of the Relevant Vedanta Shares (as defined below) (but not exceeding the number of Vedanta Shares comprised in the acceptance); and

(b) if the Offer does not become unconditional in all respects, to give instructions to Euroclear, immediately after the lapsing of the Offer (or within such longer period as the Panel may permit, not exceeding 14 calendar days of the lapsing of the Offer), to transfer all Relevant Vedanta Shares to the
original available balance of the accepting Vedanta Shareholders. For the purposes of this paragraph 8, “Relevant Vedanta Shares” means Vedanta Shares in uncertificated form and in respect of which a transfer or transfers to escrow has or have been effected pursuant to the procedures described in paragraph 17 of Part II of this document and where the transfer(s) to escrow was or were made in respect of Vedanta Shares held under the same member account ID and participant ID as the member account ID and participant ID relating to the Electronic Acceptance concerned;

9. If, for any reason, any Vedanta Shares in respect of which a TTE Instruction has been effected in accordance with paragraph 17.2 of Part II of this document are converted to certificated form, he/she will (without prejudice to paragraph 7(b)(i) above), immediately deliver or procure the immediate delivery of the share certificates or other documents of title in respect of all such Vedanta Shares as so converted to the Receiving Agent at the address referred to in paragraph 3(a) of Section B above or as Volcan Investments or its agents may direct and he shall be deemed upon conversion to undertake, represent, warrant and agree in the terms set out in Section C above in relation to such Vedanta Shares without prejudice to the application of this Section D so far as Volcan Investments deems appropriate;

10. The creation of a CREST payment obligation in favour of his or her payment bank in accordance with the CREST payment arrangements referred to in paragraph 5 above shall, to the extent of the obligation so created, discharge in full any obligation of Volcan Investments to pay to him/her the cash consideration to which he/she may be entitled pursuant to the Offer;

11. The making of an Electronic Acceptance constitutes his or her irrevocable submission, in relation to all matters arising out of the Offer and the Electronic Acceptance, to the exclusive jurisdiction of the courts of England pursuant to paragraph 5(bb) of Section B above;

12. The terms and Conditions to the Offer in this document shall be deemed to be incorporated in, and form part of, the Electronic Acceptance, which shall be read and construed accordingly;

13. If he/she accepts the Offer, subject to the Offer becoming unconditional in all respects in accordance with its terms, he/she shall promptly, following request by or on behalf of Volcan Investments, do all such acts and things as shall, in the opinion of Volcan Investments or the Receiving Agent, be necessary or expedient to vest in Volcan Investments, or its nominee(s) or such other person as Volcan Investments may decide, the Acceptance Shares or to enable the Escrow Agent to perform its functions for the purposes of the Offer;

14. By virtue of the CREST Regulations, the making of an Electronic Acceptance constitutes an irrevocable power of attorney by the relevant Vedanta Shareholder in the terms of all the powers and authorities expressed to be given by Section B, this Section D and (where applicable by virtue of paragraph 8 above) Section C to Volcan Investments and the Receiving Agent and any of their respective directors or agents;

15. He/she agrees to ratify each and every act or thing which may be done or effected by Volcan Investments or the Receiving Agent or their respective directors or agents, as the case may be, in the exercise of any of his/her or their respective powers and/or authorities hereunder and to indemnify each such person from losses arising therefrom;

16. If any provisions of Section B or this Section D shall be unenforceable or invalid or shall not operate to afford Volcan Investments, Vedanta Resources or the Receiving Agent or their respective directors or agents the benefit of the authority expressed to be given therein, he/she will, with all practicable speed, do all such acts and things and execute all such documents that may be required by them to enable them or any of them to secure the full benefit of Section B and this Section D;

17. The *ejusdem generis* principle of construction shall not apply to the terms and Conditions of the Offer and/or the Form of Acceptance. Accordingly, general words shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class of acts, matters or things or by examples falling within the general words; and

18. He/she agrees that he/she does not expect J.P. Morgan Cazenove or Credit Suisse to have any duties or responsibilities towards him/her comparable or similar to those imposed by the FCA’s rules requiring best execution and suitability and that in respect of the Offer he/she is not and will not be a customer or client of J.P. Morgan Cazenove or Credit Suisse.

References in this Section D to a Vedanta Shareholder shall include references to the person or persons making an Electronic Acceptance.
Section E: The Currency Election Facility

1. Subject to the remainder of this Section E, Vedanta Shareholders will receive cash consideration in US dollars.

2. Instead of receiving the consideration in US dollars, Vedanta Shareholders, other than Vedanta GDR Holders, who validly accept the Offer may, under the Currency Election Facility provided by the Receiving Agent, elect to receive the consideration in £ sterling on the basis that the cash amount payable in US dollars to which such Vedanta Shareholders would otherwise be entitled pursuant to the Offer will be paid (after deduction of any transaction or dealings costs associated with the conversion) in £ sterling based on the exchange rate obtained by the Receiving Agent within two Business Days before the date of settlement of the consideration in respect of the relevant Shares. Vedanta Shareholders may only elect to receive such amount in £ sterling for the whole of their holding of Vedanta Shares in respect of which they accept the Offer. Vedanta Shareholders may not elect to receive both £ sterling and US dollars.

3. Cash consideration payable to Vedanta Shareholders who hold Vedanta Shares in certificated form will be effected by the issue of cheques. Cash consideration payable to Vedanta Shareholders who hold Vedanta Shares in uncertificated form will be credited to the relevant CREST accounts. If CREST rejects a US dollar or £ sterling payment (as the case may be) to a Vedanta Shareholder because that Vedanta Shareholder does not have a valid bank account linked to his participant ID or holding of Vedanta Shares or for any other reason, payment will be effected by the issue of cheques.

4. The actual amount of £ sterling received by any Vedanta Shareholder receiving their cash consideration in £ sterling will depend upon the exchange rate prevailing on the day on which the Receiving Agent converts the relevant amount of US dollars into £ sterling once it has been made available by Volcan Investments to the Receiving Agent (which will be within two Business Days before the date of settlement of the consideration in respect of the relevant Vedanta Shareholder). Vedanta Shareholders should be aware that the £ sterling/US dollar exchange rate which is prevailing at the date on which any election is made to receive £ sterling and on the dates of despatch and receipt of payment may be different from that prevailing on the date on which the Receiving Agent converts the US dollars into £ sterling. In all cases, fluctuations in the £ sterling/US dollar exchange rate are at the risk of accepting Vedanta Shareholders who elect or are treated as having elected to receive their consideration in £ sterling. Any Vedanta Shareholder who wishes to receive instead a certain, fixed cash amount in US dollars should not elect to receive £ sterling.
PART IV—FINANCIAL INFORMATION ON VOLCAN INVESTMENTS

The following sets out financial information in respect of Volcan Investments as required by Rule 24.3 of the Code. The documents (or parts thereof) referred to below, the contents of which have previously been announced through a Regulatory Information Service, are incorporated into this document by reference pursuant to Rule 24.15 of the Code.

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<th>Document</th>
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<td>Financial statements of Volcan Investments</td>
<td></td>
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<tr>
<td>for the financial year ended 31 March 2017</td>
<td><a href="http://www.vedantaresources.com/investor-relations/volcan-offer">http://www.vedantaresources.com/investor-relations/volcan-offer</a></td>
</tr>
<tr>
<td>Financial statements of Volcan Investments</td>
<td></td>
</tr>
<tr>
<td>for the financial year ended 31 March 2016</td>
<td><a href="http://www.vedantaresources.com/investor-relations/volcan-offer">http://www.vedantaresources.com/investor-relations/volcan-offer</a></td>
</tr>
</tbody>
</table>

Request for hard copies

Please see paragraph 14 of Part VI for details of obtaining hard copies of documents incorporated by reference into this document.

No incorporation of website information

Save as referred to herein, neither the content of Vedanta Resources’ website, nor the content of any website accessible from hyperlinks on Vedanta Resources’ website, is incorporated into, or forms part of, this document.
PART V—FINANCIAL INFORMATION ON THE VEDANTA GROUP

The following sets out financial information in respect of the Vedanta Group as required by Rule 24.3 of the Code. The documents (or parts thereof) referred to below, the contents of which have previously been announced through a Regulatory Information Service, are incorporated into this document by reference pursuant to Rule 24.15 of the Code.

<table>
<thead>
<tr>
<th>Document</th>
<th>Website where such document is available for inspection</th>
</tr>
</thead>
</table>

**Request for hard copies**

Please see paragraph 14 of Part VI for details of obtaining hard copies of documents incorporated by reference into this document.

**No incorporation of website information**

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PART VI—ADDITIONAL INFORMATION

1. Responsibility

1.1 Save in respect of the responsibilities taken pursuant paragraphs 1.2 to 1.5 below, the Volcan Investments Directors, being Mr E. Isaac Collie and the Elco Directors on behalf of Elco (Secretary) Limited (“Elco”), and the Conclave Directors, whose names are set out in paragraphs 2.1, 2.2 and 2.3 respectively below (the “Volcan Responsible Persons”), accept responsibility for the information contained in this document, including information relating to Volcan Investments and for the views and opinions of Volcan Investments as set out in the letter from the chairman of Volcan Investments as set out in Part II of this document. To the best of the knowledge and belief of the Volcan Responsible Persons (who have taken all reasonable care to ensure that such is the case), the information contained in this document for which they have responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

1.2 The Conclave Directors, whose names are set out in paragraphs 2.2 and 2.3 respectively below (the “Conclave Responsible Persons”), accept responsibility for the information contained in this document, including information relating to Conclave. To the best of the knowledge and belief of the Conclave Responsible Persons (who have taken all responsibility to ensure that such is the case), the information contained in this document for which they have responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

1.3 Mr Anil Agarwal accepts responsibility for the information contained in this document, including information relating to himself. To the best of the knowledge and belief of Mr Anil Agarwal (who has taken all responsibility to ensure that such is the case), the information contained in this document for which he has responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

1.4 The Vedanta Directors, whose names are set out in paragraph 2.4 below, accept responsibility for the information contained in this document relating to the Vedanta Group, the Vedanta Directors and their connected persons. To the best of the knowledge and belief of the Vedanta Directors (who have taken all responsibility to ensure that such is the case), the information contained in this document for which they have responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

1.5 The members of the Independent Committee, whose names are set out in paragraph 2.5 below, accept responsibility for the information contained in this document relating to the Independent Committee and for the recommendation, views and opinions of the Independent Committee as set out in the letter from the Independent Committee as set out in Part I of this document. To the best of the knowledge and belief of the members of the Independent Committee (who have taken all reasonable care to ensure that such is the case), the information contained in this document for which they have responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

2. Directors

2.1 The Volcan Investments Directors and their respective positions are set out below:

   Mr E. Isaac Collie (Director)
   Elco (Secretary) Limited (Corporate Director)

   The registered office of Volcan Investments is Loyalist Plaza, Don Mackay Boulevard, Marsh Harbour, Abaco, the Bahamas and the business address of each of the Volcan Investments Directors is Loyalist Plaza, Don Mackay Boulevard, Marsh Harbour, Abaco, the Bahamas.

2.2 The Elco Directors and their respective positions are set out below:

   Mr E. Isaac Collie (Director)
   Mr Lawrence Collie (Director)
   Mr Michael Dean (Director)

   The registered office of Elco is Loyalist Plaza, Don Mackay Boulevard, Marsh Harbour, Abaco, the Bahamas and the business address of each of the Elco Directors is in Loyalist Plaza, Don Mackay Boulevard, Marsh Harbour, Abaco, the Bahamas.
2.3 The Conclave Directors and their respective positions are set out below:

Mr E. Isaac Collie (Director)
Mr Anil Agarwal (Director)

The registered office of Conclave is Ocean Centre, East Bay Street, Montagu Foreshore, Nassau, Bahamas and the business address of each of the Conclave Directors is in respect of Mr E. Isaac Collie, Loyalist Plaza, Don Mackay Boulevard, Marsh Harbour, Abaco, the Bahamas and in respect of Mr Anil Agarwal 16 Berkeley Street, London W1J 8DZ, United Kingdom.

2.4 The Vedanta Directors and their respective positions are set out below:

Anil Agarwal (Chairman)
Navin Agarwal (Executive Director)
Geoffrey Green (Non-Executive Director)
Edward Story (Non-Executive Director)
Deepak Parekh (Non-Executive Director)
Ravi Rajagopal (Non-Executive Director)
Katya Zotova (Non-Executive Director)

The registered office of Vedanta Resources is 5th Floor, 6 St Andrew Street, London, EC4A 3AE and the business address of each of the Vedanta Directors is 5th Floor, 16 Berkeley Street, London, W1J 8DZ.

2.5 The members of the Independent Committee and their respective positions are set out below:

Geoffrey Green (Non-Executive Director)
Edward Story (Non-Executive Director)
Deepak Parekh (Non-Executive Director)
Ravi Rajagopal (Non-Executive Director)
Katya Zotova (Non-Executive Director)

3. Disclosure of interests, short positions and dealings in relevant securities

3.1 Definitions

For the purposes of this paragraph 3:

(a) “acting in concert” with a party means any such person acting or deemed to be acting in concert with that party, as the case may be, for the purposes of the Code;

(b) “arrangement” includes any indemnity or option arrangement, and any agreement or understanding, formal or informal, of whatever nature, relating to relevant securities which may be an inducement to deal or refrain from dealing;

(c) “connected adviser” has the meaning attributed to it in the Code;

(d) “control” means an interest or interests in shares carrying 30 per cent. or more of the voting rights attributable to the share capital of a company which are currently exercisable at a general meeting, irrespective of whether the interest or interests gives de facto control;

(e) “dealing” or “dealt” includes the following:

(i) the acquisition or disposal of relevant securities, of the right (whether conditional or absolute) to exercise or direct the exercise of voting rights attached to relevant securities, or of general control of relevant securities;

(ii) the taking, granting, acquisition, disposal, entering into, closing out, termination, exercise (by either party) or variation of an option (including a traded option contract) in respect of any relevant securities;

(iii) subscribing or agreeing to subscribe for relevant securities;

(iv) the exercise or conversion of any relevant securities carrying conversion or subscription rights;
(v) the acquisition of, disposal of, entering into, closing out, exercise (by either party) of any rights under, or variation of, a derivative referenced, directly or indirectly, to relevant securities;
(vi) entering into, terminating or varying the terms of any agreement to purchase or sell relevant securities;
(vii) the redemption or purchase of, or taking or exercising an option over, any of its own relevant securities by the offeree company or an offeror; and
(viii) any other action resulting, or which may result, in an increase or decrease in the number of relevant securities in which a person is interested or in respect of which he has a short position;
(f) “derivative” includes any financial product whose value in whole or in part is determined, directly or indirectly, by reference to the price of an underlying security;
(g) “disclosure date” means 2 August 2018, being the last Business Day prior to the posting of this document;
(h) “disclosure period” means the period commencing on 2 July 2017, being the date 12 months prior to the commencement of the Offer Period, and ending on the disclosure date;
(i) a person is treated as having an “interest” or being “interested” in relevant securities if he has a long economic exposure, whether absolute or conditional, to changes in the price of those securities and, in particular, if:
   (i) he owns them;
   (ii) he has the right (whether conditional or absolute) to exercise or direct the exercise of the voting rights attaching to them or has general control of them;
   (iii) by virtue of any agreement to purchase, option or derivative, he:
      (A) has the right or option to acquire them or call for their delivery; or
      (B) is under an obligation to take delivery of them,
      whether the right, option or obligation is conditional or absolute and whether it is in the money or otherwise; or
   (iv) he is party to any derivative:
      (A) whose value is determined by reference to its price and
      (B) which results, or may result, in that person having a long position in it; and
   (v) in the case of Rule 5 of the Code only, he has received an irrevocable commitment in respect of them;
(j) references to directors being “interested” in relevant securities include details of all interests, short positions and borrowings of any other persons whose interests in shares the relevant director is taken to be interested in pursuant to Part 22 of the Companies Act and related regulations;
(k) “relevant Volcan securities” means shares in Volcan Investments (or derivatives referenced thereto) and securities convertible into, rights to subscribe for and options (including traded options) in respect thereof;
(l) “relevant Vedanta Resources securities” means Vedanta Shares (or derivatives referenced thereto) and securities convertible into, rights to subscribe for and options (including traded options) in respect thereof;
(m) “relevant securities” means relevant Vedanta Resources securities or relevant Volcan securities;
(n) “securities” means shares and securities convertible into, or rights to subscribe for, shares, options (including traded options) in respect thereof and derivatives referenced thereto and “Vedanta Resources securities” and “Volcan Investments securities” shall be construed accordingly; and
(o) “short position” means any short position (whether conditional or absolute and whether in the money or otherwise) including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery.
3.2 Disclosure of interests

(a) Interests in relevant Vedanta Resources securities

(i) As at the close of business on the disclosure date, Volcan Investments held 187,488,102 Vedanta Shares, representing approximately 66.52 per cent. of the issued share capital of Vedanta Resources.

(ii) As at the close of business on the disclosure date, none of the Volcan Investments Directors (including members of their immediate families, close relatives and related trusts) held any interests in, or rights to subscribe in respect of, relevant Vedanta Resources securities.

(iii) As at the close of business on the disclosure date, the following Vedanta Directors (including members of their immediate families, close relatives and related trusts) held the following interests in, or rights to subscribe in respect of, relevant Vedanta Resources securities:

(A) Interests in Vedanta Shares

<table>
<thead>
<tr>
<th>Name</th>
<th>Number of Vedanta Shares</th>
<th>Nature of interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anil Agarwal</td>
<td>319,464</td>
<td>Legal—109,740</td>
</tr>
<tr>
<td>Navin Agarwal</td>
<td>315,666</td>
<td>Legal—188,460</td>
</tr>
<tr>
<td>Agnivesh Agarwal</td>
<td>41,154</td>
<td>Legal—13,454</td>
</tr>
<tr>
<td>Pravin Agarwal</td>
<td>25,000</td>
<td>Legal</td>
</tr>
<tr>
<td>Pratik Agarwal</td>
<td>5,000</td>
<td>Legal</td>
</tr>
<tr>
<td>Ananya Agarwal</td>
<td>17,640</td>
<td>Legal</td>
</tr>
<tr>
<td>Naivedya Agarwal</td>
<td>17,006</td>
<td>Legal</td>
</tr>
<tr>
<td>Ruchira Agarwal</td>
<td>17,014</td>
<td>Legal</td>
</tr>
</tbody>
</table>

As at close of business on the disclosure date, no interests in, or rights to subscribe in respect of, relevant Vedanta Resources securities were held by members of the Independent Committee (including members of their families, close relatives and related trusts).

In addition to the above interests in ordinary shares, Anil Agarwal and Navin Agarwal are also interested in ordinary shares pursuant to the Vedanta Resources Deferred Share Bonus Plan ("DSBP"). These interests are forfeitable in certain circumstances.

(B) Rights to subscribe for Vedanta Shares

Anil Agarwal, Navin Agarwal and Agnivesh Agarwal have been granted options over Vedanta Shares under the Vedanta Resources Performance Share Plan ("PSP"). These options become exercisable in certain circumstances, subject to performance conditions being met.

<table>
<thead>
<tr>
<th>Name</th>
<th>Number of Vedanta Shares</th>
<th>Nature of interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anil Agarwal</td>
<td>35,725</td>
<td>Forfeitable share awards in the DSBP 2016</td>
</tr>
<tr>
<td>Navin Agarwal</td>
<td>18,109</td>
<td>Forfeitable share awards in the DSBP 2015</td>
</tr>
<tr>
<td>Pratik Agarwal</td>
<td>125,000</td>
<td>Forfeitable share awards in the PSP 2017</td>
</tr>
<tr>
<td>Annanya Agarwal</td>
<td>164,900</td>
<td>Share options in the PSP 2017</td>
</tr>
<tr>
<td>Naivedya Agarwal</td>
<td>130,000</td>
<td>Share options in the PSP 2016</td>
</tr>
<tr>
<td>Ruchira Agarwal</td>
<td>113,300</td>
<td>Share options in the PSP 2015</td>
</tr>
<tr>
<td>Anil Agarwal</td>
<td>210,000</td>
<td>Share options in the PSP 2016</td>
</tr>
<tr>
<td>Navin Agarwal</td>
<td>125,000</td>
<td>Share options in the PSP 2015</td>
</tr>
<tr>
<td>Agnivesh Agarwal</td>
<td>55,000</td>
<td>Share options in the PSP 2015</td>
</tr>
</tbody>
</table>
Save as disclosed in paragraphs 3.2(a)(iii)(A) and (B) of this Part VI, as at the close of business on the disclosure date, no Vedanta Directors had an interest in options/awards over Vedanta Shares under (or on the terms of) certain Vedanta Share Plans.

As at the close of business on the disclosure date, other than the Vedanta Directors (including members of their immediate families, close relatives and related trusts), the following person acting in concert with Vedanta Resources held interests in relevant Vedanta Resources securities (excluding any options and awards under the Vedanta Share Plans):

<table>
<thead>
<tr>
<th>Name</th>
<th>Number of Vedanta Shares</th>
<th>Nature of interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gorey Investments Limited</td>
<td>1,704,333</td>
<td>Legal/Beneficial</td>
</tr>
</tbody>
</table>

Dealsings in relevant Vedanta Resources securities

(i) During the disclosure period, none of Volcan Investments, any member of the Volcan Group nor the Volcan Investments Directors (including members of their immediate families, close relatives and related trusts) have dealt for value in relevant Vedanta Resources securities.

(ii) During the disclosure period, the following dealings for value in relevant Vedanta Resources securities by persons acting in concert with Volcan Investments have taken place:

<table>
<thead>
<tr>
<th>Name</th>
<th>Date</th>
<th>Nature of Transaction</th>
<th>Number of relevant Vedanta Resources securities</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Navin Agarwal</td>
<td>22/09/2017</td>
<td>Transfer of Vedanta Shares from the nominee to the director arising on the vesting of forfeitable share awards under the Vedanta Deferred Share Bonus Plan 2015 which were granted in 2015 and 2016</td>
<td>41,118</td>
<td>N/A</td>
</tr>
<tr>
<td>Anil Agarwal</td>
<td>22/11/2017</td>
<td>Exercise of options under the PSP 2014</td>
<td>135,000</td>
<td>N/A</td>
</tr>
<tr>
<td>Anil Agarwal</td>
<td>22/11/2017</td>
<td>Exercise of options under forfeitable share awards under the DSBP for 2015 and 2016</td>
<td>68,232</td>
<td>N/A</td>
</tr>
<tr>
<td>Anil Agarwal</td>
<td>22/11/2017</td>
<td>Sale of Vedanta Shares to meet tax liability arising on the vesting of PSP 2014</td>
<td>60,904</td>
<td>£7.69</td>
</tr>
<tr>
<td>Navin Agarwal</td>
<td>22/11/2017</td>
<td>Exercise of options under the PSP 2014</td>
<td>84,000</td>
<td>N/A</td>
</tr>
<tr>
<td>Navin Agarwal</td>
<td>22/11/2017</td>
<td>Sale of Vedanta Shares to meet tax liability arising on the vesting of awards under the PSP 2014</td>
<td>30,299</td>
<td>£7.69</td>
</tr>
</tbody>
</table>

Interests and dealings—General

(i) Save as disclosed in paragraphs 3.2(a) and 3.2(b) above, as at the disclosure date:

(A) no member of the Volcan Group nor any of the Volcan Investments Directors (including members of their immediate families, close relatives and related trusts) had any interest in, right to subscribe in respect of or any short position (whether conditional or absolute and whether in the money or otherwise), including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery, in relation to relevant Vedanta Resources securities nor has any such person dealt for value in any relevant Vedanta Resources securities during the disclosure period;

(B) no person acting in concert with Volcan Investments had any interest in, right to subscribe in respect of or any short position (whether conditional or absolute and whether in the money or otherwise), including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery, in relation to relevant Vedanta Resources securities nor has any such person dealt for value in any relevant Vedanta Resources securities during the disclosure period;
(C) no person with whom Volcan Investments or any person acting in concert with Volcan Investments has any arrangement (including any indemnity or option arrangement), agreement or understanding, formal or informal, of whatever nature, relating to relevant Vedanta Resources securities which may be an inducement to deal or refrain from dealing, nor has any such person dealt in relevant Vedanta Resources securities during the disclosure period; and

(D) neither Volcan Investments, nor any person acting in concert with Volcan Investments, has borrowed or lent (including for these purposes any financial collateral arrangements of the kind referred to in Note 4 on Rule 4.6 of the Code) any relevant Vedanta Resources securities, save for any borrowed shares which have been either on-lent or sold.

(ii) Save as disclosed in paragraphs 3.2(a) and 3.2(b) above, as at the disclosure date:

(A) no member of the Vedanta Group nor any of the Vedanta Directors (including members of their immediate families, close relatives and related trusts) had any interest in, right to subscribe in respect of or any short position (whether conditional or absolute and whether in the money or otherwise), including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery, in relation to relevant Volcan securities nor has any such person dealt for value in any relevant Vedanta Resources securities or relevant Volcan securities between the start of the Offer Period and the disclosure date;

(B) none of the Vedanta Directors (including members of their immediate families, close relatives and related trusts) had any interest in, right to subscribe in respect of, or any short position (whether conditional or absolute and whether in the money or otherwise), including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery, in relation to any relevant Vedanta Resources securities;

(C) no person acting in concert with Vedanta Resources had any interest in, right to subscribe in respect of or any short position (whether conditional or absolute and whether in the money or otherwise), including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery, in relation to relevant Vedanta Resources securities or relevant Volcan securities nor has any such person dealt for value in any relevant Vedanta Resources securities or relevant Volcan securities between the start of the Offer Period and the disclosure date;

(D) no person with whom Vedanta Resources or any person acting in concert with Vedanta Resources has any arrangement (including any indemnity or option arrangement), agreement or understanding, formal or informal, of whatever nature, relating to relevant Vedanta Resources securities which may be an inducement to deal or refrain from dealing, nor has any such person dealt in relevant Vedanta Resources securities between the start of the Offer Period and the disclosure date; and

(E) neither Vedanta Resources, nor any person acting in concert with Vedanta Resources, has borrowed or lent (including for these purposes any financial collateral arrangements of the kind referred to in Note 4 on Rule 4.6 of the Code) any relevant Vedanta Resources securities, save for any borrowed shares which have been either on-lent or sold.

(F) save in respect of the Nomination Notice concerning the Gorey Shares described at paragraph 6 of this Part VI, neither Vedanta Resources nor any person acting in concert with Vedanta Resources is a party to any dealing arrangement of the kind referred to in Note 11 on the definition of acting in concert in the Code in relation to Vedanta Share or relevant Volcan securities.

4. Market quotations

The following table sets out the Closing Prices for Vedanta Shares (as derived from the Daily Official List) on:
- the first dealing day in each of the six months immediately prior to the date of this document;
- 29 June 2018, being the last dealing day before the start of the Offer Period; and
5. Material contracts

5.1 Volcan Group

Save as set out below, there are no contracts, other than contracts entered into in the ordinary course of business, which have been entered into by Volcan Investments or any of its subsidiaries during the period commencing on 2 July 2016 (being the date two years before the commencement of the Offer Period) which are, or may be, considered material:

(a) Facilities Agreement

On 31 July 2018, Volcan Investments and Volcan Cyprus entered into the Facilities Agreement, pursuant to which the Facilities were made available to Volcan Cyprus to (indirectly) finance the purchase price of the Vedanta Shares and pay costs associated with the Offer.

Volcan Investments and Volcan Cyprus will enter into an intercompany loan agreement on or before initial utilisation of any of the Facilities pursuant to which Volcan Investments may call on loans from Volcan Cyprus in a maximum amount of US$1,100,000,000 subject to Volcan Cyprus being in receipt of funds under the Facilities Agreement. Volcan Investments must apply all amounts borrowed under this facility towards financing the purchase price of the Vedanta Shares and paying costs associated with the Offer.

Subject to the satisfaction of certain customary conditions precedent, the Facilities shall be available for drawing by Volcan Cyprus until a longstop date of 31 January 2019. The Facilities comprise facility A of US$200,000,000, facility B of US$400,000,000 and facility C of US$500,000,000. The repayment date of Facility A is the date falling 90 days after initial utilisation of the Facilities; the repayment date of Facility B is the date falling 18 months after initial utilisation of the Facilities and Facility C amortises with its first repayment instalment due 12 months after initial utilisation of the Facilities and the final repayment date being the date falling three years after initial utilisation of the Facilities.

Volcan Cyprus is the borrower of each of the Facilities. Volcan Investments is the guarantor under the Facilities Agreement.

The Facilities will be cancelled and all amounts drawn under them must be prepaid in full if there is a change of control in the ownership of certain entities. During the Offer Period the applicable change of control prepayment events are:

(i) if Anil Agarwal, other members of his family and any investment holding company or trust controlled by any of them ceases to own (directly or indirectly) 76 per cent. of Volcan Investments; or

(ii) if Volcan Investments ceases to own (directly or indirectly) 100 per cent. of Volcan Cyprus.

The Facilities are to be prepaid with effect from the date falling three business days after 90 days after the Facilities are first utilised with the net proceeds received from (i) a disposal of any shares in Vedanta Resources, Sterlite Technologies Limited, Sterlite Power Transmission Limited, Volcan Holdings PLC or Volcan Holdings II PLC, (ii) any dividends or other distribution received by Volcan Investments or Volcan Cyprus from Vedanta Resources, or (iii) any non-Rupee denominated debt capital markets offering undertaken by Vedanta Resources that have been upstreamed to Volcan Cyprus or Volcan Investments.

The Facilities Agreement permits voluntary prepayment and/or cancellation of the Facilities, subject to the payment of any applicable break costs.

<table>
<thead>
<tr>
<th>Date</th>
<th>Vedanta Share (pence per share)</th>
</tr>
</thead>
<tbody>
<tr>
<td>02 February 2018</td>
<td>790</td>
</tr>
<tr>
<td>01 March 2018</td>
<td>722</td>
</tr>
<tr>
<td>02 April 2018</td>
<td>707</td>
</tr>
<tr>
<td>01 May 2018</td>
<td>724</td>
</tr>
<tr>
<td>01 June 2018</td>
<td>719</td>
</tr>
<tr>
<td>29 June 2018</td>
<td>647</td>
</tr>
<tr>
<td>02 July 2018</td>
<td>818</td>
</tr>
<tr>
<td>1 August 2018</td>
<td>818</td>
</tr>
<tr>
<td>2 August 2018</td>
<td>819</td>
</tr>
</tbody>
</table>
The Facilities are available on a certain funds basis pursuant to which only a breach of market standard material representations, undertakings or events of default would entitle the Lenders to refuse to participate in a utilisation request. This certain funds basis applies for the duration of the Offer Period subject to a longstop date of 31 January 2019.

The following financial covenants (tested on a half yearly basis commencing on 30 September 2018) apply:

(i) total net leverage (tested at the Vedanta Group level) in respect of any relevant period shall not exceed 3.25:1;

(ii) subsidiary net leverage (applicable to subsidiaries of Vedanta Resources other than non-material subsidiaries) in respect of any relevant period shall not exceed 2.25:1;

(iii) interest cover in respect of any relevant period shall not be less than 3.25:1; and

(iv) net asset cover in respect of any relevant period shall not be less than 1.20:1.

Interest shall accrue on each loan made under the Facilities at a margin rate of LIBOR plus 2.90 per cent. per annum (in the case of Facility A) and 4.46 per cent. per annum (in the case of Facility C). The margin rate in the case of Facility B shall be LIBOR plus 3.25 per cent. per annum up to the date falling three months after first utilisation of the Facilities, at which point the applicable percentage rate increases every three months to 3.50 per cent. per annum, then 4.25 per cent. per annum, then 5.00 per cent. per annum 12 months after initial utilisation. In all cases, if LIBOR is less than zero then LIBOR shall be deemed to be zero.

The margin applicable to Facility C shall vary such that if Credit Suisse AG, Singapore Branch’s commitments have not been reduced to an agreed amount by 31 October 2018, this margin will reduce by 0.25 per cent.; however if such reduction has not been achieved by this date, the margin applicable to Facility C will increase by 0.25 per cent. The margin applicable to Facility C increases by 0.25 per cent. at the end of each subsequent three month period (subject to the margin increasing by a maximum of 1.00 per cent. after 12 months) if certain agreed thresholds to reduce Credit Suisse AG, Singapore Branch’s commitments under Facility C are not achieved on such dates.

The Facilities will be secured over the following assets:

(i) Volcan Investments and Volcan Cyprus will grant a share charge over all their shareholding in Vedanta Resources prior to first utilisation of the Facilities;

(ii) Volcan Cyprus will grant an assignment of rights under the intercompany loan agreement summarised above between Volcan Cyprus and Volcan Investments prior to first utilisation of the Facilities; and

(iii) Twin Star Overseas Limited will grant a share charge over all its shareholding in Sterlite Power Transmission Limited prior to first utilisation of the Facilities.

The collateral provided pursuant to the above security arrangements will be monitored on a quarterly basis commencing on 28 February 2019 and, if the collateral cover ratio falls below a certain level, security must be created over additional shares, sell certain identified investments, repay part of the loans or place cash in a cash collateral account.

The Facilities Agreement includes restrictions, subject to certain exceptions, on some or all of the Volcan Group, on creating security over their assets, making disposals, making acquisitions (other than the Offer), incurring additional indebtedness, entering into any amalgamation, merger, demerger or corporate reconstruction, distributions, the use of proceeds and changing the general nature of the Volcan Group’s business.

As part of the restriction on incurring additional indebtedness, if Vedanta Resources provides a guarantee, indemnity or other form of assurance for the obligations of Volcan Investments or Volcan Cyprus, it is required to give a guarantee to the finance parties under the Facilities Agreement at the same time and on substantially the same terms for so long as the other guarantee remains in place. As noted in paragraph (b) below, if that guarantee by Vedanta Resources is provided, this provision in the Facilities Agreement will apply.

Under the Facilities Agreement, Volcan Investments has agreed to a number of undertakings in relation to the Offer including:

(i) not to waive down the Acceptance Condition unless it has received sufficient acceptances to enable Vedanta Resources to apply for the cancellation of the listing of its shares on the Official List; and

(ii) (subject to certain exceptions) not to treat as satisfied or waive any condition of the Offer if the failure to fulfil such condition would result in it being entitled to lapse the Offer under Rule 13.5(a) of the Code.
The Facilities Agreement includes customary positive and negative obligations, subject to specified exceptions, on some or all of the Volcan Group in relation to, among others, obtaining any necessary authorisations, compliance with laws, maintaining insurance policies, ensuring Vedanta Resources declares a minimum annual dividend amount, compliance with sanctions, anti-corruption and anti-bribery laws, and pari passu ranking of unsecured and unsubordinated debt.

The Facilities Agreement also includes customary representations and warranties and events of default. Upon the occurrence of an event of default which is continuing and, if directed to do so by the majority lenders (calculated by reference to their level of commitments), Citicorp International Limited acting as agent for the Lenders (the “Agent”) may cancel any undrawn commitments, demand immediate repayment of all amounts outstanding under the Facilities Agreement and/or enforce the security or, if instructed by the majority lenders of a particular Facility (or, with respect to certain fundamental events of default, a lower threshold of lenders of a particular Facility, in each case calculated by reference to their level of commitments of that Facility), the Agent may cancel any undrawn commitments of that Facility, demand immediate repayment of all amounts outstanding under the Facilities Agreement in respect of that Facility and/or enforce the security.

(b) POEMS

In 2017, Volcan Investments issued two capital market instruments to finance the purchase of shares in Anglo American plc (“Anglo American”). The instruments (the “POEMS”) are mandatorily exchangeable into Anglo American shares at maturity, subject to the option by Volcan Investments to repay cash in lieu of delivering shares to POEMS investors. The number of shares deliverable to investors will ultimately depend on the Anglo American share price at maturity vis-à-vis the strikes of the instruments. The key terms of the POEMS are as follows:

(i) The first instrument (“POEMS I”) was issued by Volcan Holdings plc (a special purpose vehicle wholly owned by Volcan Investments) on 15 March 2017 with a three year maturity. The POEMS I has a £2.0 billion notional value and carries a 4.125 per cent. coupon (paid semi-annually). The strikes of the instrument are £12.4467 and £13.6914; and

(ii) The second instrument (“POEMS II”) was issued by Volcan Holdings II plc (a special purpose vehicle wholly owned by Volcan Investments) on 20 September 2017 with a three year maturity. The POEMS II has a £1.5 billion notional value and carries a 3.875 per cent. coupon (paid semi-annually). The strikes of the instrument are £13.4992 and £14.8491.

The Anglo American shares underlying the POEMS are secured in favour of the POEMS investors until maturity and the coupons payable under the instruments benefit from a guarantee by J.P. Morgan Securities plc. (the “Guarantee”).

Volcan Investments and Twin Star Overseas Limited indemnify J.P. Morgan Securities plc immediately on demand against all amounts payable by the Guarantor (the “Indemnity”). The collateral granted in support of the Indemnity includes 84,500,000 Vedanta Shares as well as certain bonds of Vedanta Resources and other security. Pursuant to the terms of the Indemnity, prior to the Offer becoming unconditional in all respects, the Vedanta Shares will be removed as collateral and other security will be included in the collateral. In addition, after the delisting and re-registration as a private limited company of Vedanta Resources, if the Guarantee arrangement is in place and has not been fully cash covered Volcan Investments will procure that Vedanta Resources accedes to the Indemnity arrangements as a guarantor. The grant by Vedanta Resources of a guarantee for the Indemnity arrangements will require Vedanta Resources to grant a guarantee in favour of the Facilities described at paragraph (a) above for so long as the guarantee for the Indemnity arrangements remains in place.

5.2 Vedanta Group

Save as set out below, there are no contracts, other than contracts entered into in the ordinary course of business, which have been entered into by Vedanta Resources or any of its subsidiaries during the period commencing on 2 July 2016 (being the date two years before the commencement of the Offer Period) which are, or may be, considered material:

Resolution Plan

On 17 April 2018, Vedanta Resources announced that the National Company Law Tribunal, Kolkata Bench, India had accepted the terms of a resolution plan (the “Resolution Plan”) submitted by Vedanta Limited, in which Vedanta Resources indirectly holds a 50.1 per cent. stake, to acquire Electrosteel Steels Limited
Pursuant to the Resolution Plan, Vedanta Star Limited, a wholly-owned subsidiary of Vedanta Limited, subscribed for shares of Electrosteel, comprising approximately 90 per cent. of its issued share capital, for an aggregate amount of INR 1,805 Crores (US$269.9 million) and provided additional funds of INR 3,515 Crores (US$525.7 million) to Electrosteel by way of debt.

Pursuant to the Resolution Plan, a portion of the amount owed to the existing financial creditors of Electrosteel, amounting to INR 7,619.24 Crores (US$1,139.5 million) was converted to equity shares of Electrosteel and then Electrosteel’s share capital underwent a share capital reduction. Following the capital reduction, Vedanta Star subscribed for new shares of Electrosteel for INR 1,805 Crores (US$269.9 million), which rank pari passu with the existing shares of Electrosteel. Vedanta Star also gave a loan of INR 3,515 Crores (US$525.7 million) to Electrosteel by way of debt.

On 15 June 2018, Vedanta announced that Vedanta Star had been allotted 1,765,506,078 equity shares in Electrosteel pursuant to the Resolution Plan and now holds approximately 90 per cent. of the paid up share capital of Electrosteel. The remaining 10 per cent. of Electrosteel’s share capital is held by Electrosteel’s shareholders prior to the Resolution Plan and the financial creditors who received shares in exchange for the debt owed to them. The funds received by Electrosteel as debt and equity were used to fully settle the debts owed to its financial creditors, by payment of INR 5,320 Crores (US$795.6 million).

6. Gorey Investments Limited

Gorey Investments Limited (“Gorey”) was established in 2010 as part of a share buy-back programme of Vedanta Resources. Under the terms of a purchase and nomination agreement dated 31 March 2010 entered into between Gorey and a subsidiary of Vedanta Resources, Vedanta Jersey Limited ("Vedanta Jersey"), Vedanta Jersey has been granted a right to direct Gorey to transfer some or all of the shares in Vedanta Resources which are beneficially owned by Gorey or its nominees to one or more third party transferees nominated by Vedanta Jersey.

Vedanta Jersey has submitted a written nomination notice (the “Nomination Notice”) to Gorey. The Nomination Notice directs Gorey to transfer the 1,704,333 Vedanta Shares held by Gorey (the “Gorey Shares”) to Volcan Investments by way of acceptance of the Offer within 10 days of the date of this document. The Gorey Shares represent 0.6 per cent. of Vedanta Shares in issue as at 2 August 2018 (being the last Business Day prior to the date of this document).

7. Vedanta Directors’ employment arrangements

Save as set out below, there are no other service agreements or letters appointing a director in force between any Vedanta Director with Vedanta Resources or any of its subsidiaries, and no such agreement or letter has been entered into or amended during the six months preceding the date of this document.

Set out below is a summary of the key terms of the service agreements and letters of appointment of the Vedanta Directors:

7.1 Vedanta Executive Directors

The Executive Directors have entered into service agreements or, as appropriate, letters of appointment with Vedanta Resources. Details of these service agreements are set out below. Mr Navin Agarwal has entered into both a letter of appointment with Vedanta Resources and a service agreement with Vedanta Limited.
Mr Anil Agarwal is employed under a contract of employment with Vedanta Resources for a rolling term but which may be terminated by not less than six months’ notice. Provision is made in Mr Anil Agarwal’s contract for payment to be made in lieu of notice on termination which is equal to base compensation.

Mr Navin Agarwal has a letter of appointment with Vedanta Resources which is a rolling contract and may be terminated by giving six months’ notice. Mr Navin Agarwal has agreed to and Vedanta Limited have approved the entry into a new service agreement on substantially the same terms as Mr Navin Agarwal’s service agreement with Vedanta Limited which expired on 31 July 2018.

It is the Vedanta Group’s policy that the notice period in the Vedanta Directors’ services contracts does not exceed 12 months.

7.2 Vedanta Resources Non-Executive Directors

The Non-Executive Directors have entered into letters of appointment with Vedanta Resources. Details of these letters of appointment are also set out below.

<table>
<thead>
<tr>
<th>Director</th>
<th>Date of agreement</th>
<th>Commencement date of office</th>
<th>Expiry / Notice terms</th>
<th>Annual Fee (£000)</th>
</tr>
</thead>
<tbody>
<tr>
<td>G. Green</td>
<td>31 July 2012</td>
<td>1 August 2012</td>
<td>Three months</td>
<td>115,000</td>
</tr>
<tr>
<td>E. Story</td>
<td>23 May 2017</td>
<td>1 June 2017</td>
<td>Three months</td>
<td>95,000</td>
</tr>
<tr>
<td>D. Parekh</td>
<td>31 May 2013</td>
<td>1 June 2013</td>
<td>Three months</td>
<td>132,500</td>
</tr>
<tr>
<td>R. Rajagopal</td>
<td>1 July 2016</td>
<td>1 July 2016</td>
<td>Three months</td>
<td>115,000</td>
</tr>
<tr>
<td>K. Zotova</td>
<td>1 August 2014</td>
<td>2 August 2014</td>
<td>Three months</td>
<td>122,500</td>
</tr>
</tbody>
</table>

Note:

(1) Mr Parekh entered into a letter of extension with Vedanta Resources on 11 May 2016.

(2) Mr Green entered into a letter of extension with Vedanta Resources on 11 May 2016.

(3) The annual fees paid to Mr Green and Ms Zotova changed on 5 August 2016 following changes made to the composition of the board committees. The fees paid to Mr Parekh and Mr Rajagopal changed on 15 August 2017 following changes made to the composition of the board committees on Mr Aman Mehta’s retirement.

The Non-Executive Directors of Vedanta Resources have letters of appointment which may be terminated by either party by giving three months’ notice. Vedanta Resources has the discretion to make a payment in lieu of the notice period (or any remaining part of the notice period) for these Non-Executive Directors. The Non-Executive Directors’ letters of appointment set out the time requirements expected of them in the performance of their duties. The Non-Executive Directors are normally expected to spend at least 20 days per year in the performance of their duties for Vedanta Resources. There is no provision in the letters of appointment of the Non-Executive Directors for compensation to be paid in the event of early termination other than the payment in lieu of the notice provision described above.

8. Financing arrangements

The cash consideration payable to Vedanta Shareholders under the terms of the Offer will be financed by the Facilities Agreement.

Volcan Investments has received all necessary approvals for its financing structure and has received satisfactory confirmation from Vedanta Resources’ principal lenders that they do not object to the delisting of the Vedanta Shares.

Further details of the Facilities Agreement are set out in paragraph 5.1(a) of this Part VI of this document.
J.P. Morgan Cazenove is satisfied that sufficient cash resources are available to Volcan Investments to satisfy in full the cash consideration payable as a result of full acceptance of the Offer.

9. Persons acting in concert

In addition to the Volcan Directors and members of the Volcan Group (and their directors) and in addition to the Vedanta Directors and members of the Vedanta Group (and their directors), the persons who are, or may be acting in concert with Volcan Investments or Vedanta Resources, respectively, in respect of the Offer are as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Type of entity (if applicable)</th>
<th>Registered office</th>
<th>Relationship with Volcan Investments/Vedanta Resources</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conclave PTC Limited</td>
<td>Private trust company</td>
<td>Ocean Centre, East Bay Street, Montagu Foreshore, Nassau, Bahamas</td>
<td>Holding company of Volcan Investments</td>
</tr>
<tr>
<td>Mr Michael Dean</td>
<td>N/A</td>
<td>N/A</td>
<td>Director of Elco (Secretary) Limited (“Elco”)</td>
</tr>
<tr>
<td>Mr Lawrence Collie</td>
<td>N/A</td>
<td>N/A</td>
<td>Director of Elco</td>
</tr>
<tr>
<td>Various</td>
<td>N/A</td>
<td>N/A</td>
<td>Close relatives of the directors of Volcan Investments and Elco</td>
</tr>
<tr>
<td>Various</td>
<td>N/A</td>
<td>N/A</td>
<td>Close relatives and related trusts of the directors of Conclave</td>
</tr>
<tr>
<td>Credit Suisse International</td>
<td>English private unlimited company</td>
<td>One Cabot Square, Canary Wharf, London, England E14 4QJ</td>
<td>Financial adviser to Volcan Investments</td>
</tr>
<tr>
<td>Gorey Investments Limited</td>
<td>Jersey private limited company</td>
<td>13 Castle Street, St Helier, Jersey JE4 5UT</td>
<td>Company incorporated in connection with a share buy-back programme of Vedanta Resources</td>
</tr>
<tr>
<td>Lazard &amp; Co., Ltd</td>
<td>English private limited company</td>
<td>50 Stratton Street, London, England W1J 8LL</td>
<td>Financial adviser to Vedanta Resources</td>
</tr>
</tbody>
</table>

10. Fees and Expenses

10.1 Volcan Investments

Volcan Investments expects to incur fees and expenses of approximately £8,356,821, in aggregate, in connection with the Offer, comprising the following:

(a) approximately £6,316,290 in respect of the financing arrangements described in paragraph 5.1(a) of this Part VI;¹
(b) £1,227,747 in respect of financial and corporate broking advice;¹
(c) £580,000 in respect of legal advice;
(d) £200,000 in respect of public relations advice; and
(e) £32,784 in respect of other professional services.¹

Note 1: Fees issued in US$ have been converted to £ sterling at the exchange rate of £:US$ of 1.3032 as at 2 August 2018, being the last Business Day prior to the date of this document.

10.2 Independent Committee

The Independent Committee expects to incur fees and expenses of £1,450,000, in aggregate, in connection with the Offer, comprising the following:

(a) £1,000,000 in respect of financial and corporate broking advice;
(b) £400,000 in respect of legal advice; and
(c) £50,000 in respect of other costs and expenses.

No fees or expenses are expected in respect of accounting advice; public relations advice or other professional services incurred by the Independent Committee.

11. Sources and bases of information

Save as otherwise set out in this document, the following constitute the bases and sources of information referred to in this document:

11.1 References to the existing issued share capital of Vedanta Resources are to the number of Vedanta Shares in issue as at 2 August 2018, being the last Business Day prior to the date of this document, which was 281,853,770 Vedanta Shares. The international securities identification number for the Vedanta Shares is GB0033277061;

11.2 Unless otherwise stated, the financial information relating to Vedanta Resources is extracted from the audited consolidated financial statements of Vedanta Resources for the relevant years, prepared in accordance with IFRS;

11.3 Where amounts are shown in both US dollars and £ sterling in this document, £:US$ exchange rates as per FactSet of 1.3203 and 1.3032 as of 29 June 2018 and 2 August 2018 respectively have been used;

11.4 Unless otherwise stated, all prices for Vedanta Resources have been derived from the Daily Official List and represent Closing Prices on the relevant date(s);

11.5 The three-month volume weighted average price per Vedanta Share of 727 pence from 30 March 2018 until 29 June 2018 is derived from data provided by FactSet;

11.6 Vedanta Resources’ FY2018 EBITDA per commodity has been sourced from Vedanta Resources’ 2018 preliminary results. See page 18 of Vedanta Resources’ 2018 preliminary results; and

11.7 The prices for commodities that the Vedanta Group exploits, which includes zinc, oil, aluminium, iron, ore and copper, are derived from FactSet.

12. General

12.1 Save as disclosed in this document, no proposal exists in connection with the Offer that any payment be made or given by Volcan Investments to any person as compensation for loss of office or as consideration for, or in connection with, his retirement from office.

12.2 Save as disclosed in this document, no agreement, arrangement or understanding (including any compensation arrangement) exists between Volcan Investments or any person acting in concert with Volcan Investments and any of the directors, recent directors, shareholders or recent shareholders of Vedanta Resources or any person interested or recently interested in Vedanta Shares, having any connection with or dependence on, or which is conditional upon the outcome of, the Offer.

12.3 There is no agreement, arrangement or understanding whereby any Vedanta Shares to be acquired by Volcan Investments pursuant to the Offer will be transferred to any other persons except that Volcan Investments reserves the right to transfer any Vedanta Shares acquired to any member of the Volcan Group or any nominee. Save as disclosed in this document, no such person holds any interests in Vedanta Resources securities.

12.4 Consents

J.P. Morgan Cazenove, Credit Suisse and Lazard have each given and not withdrawn their consent to the publication of this document with the inclusion herein of the references to their names, and, in the case of Lazard, the inclusion of its advice to the Independent Committee, in each case in the form and context in which they appear.

12.5 Changes in trading or financial position of Vedanta Resources

Except as disclosed elsewhere in this document, the Vedanta Directors are not aware of any significant change in the financial or trading position of Vedanta Resources which has occurred since 31 March 2018, being the date to which Vedanta Resources’ audited financial statements for its most recent completed financial year were prepared.
13. **Documents available for inspection**

Copies of the following documents will be published by no later than 12 noon (London time) on the Business Day following the date of this document on Vedanta Resources’ website at http://www.vedantaresources.com/investor-relations/volcan-offer, and will be made available until the end of the Offer Period:

13.1 a copy of this document;
13.2 a copy of the memorandum and articles of association of Vedanta Resources and Volcan Investments;
13.3 the financial adviser consent letters described at paragraph 12.4 of this Part VI above;
13.4 the Facilities Agreement described at paragraph 5.1(a) of this Part VI above;
13.5 the financial statements of Volcan Investments for FY2016; and
13.6 the financial statements of Volcan Investments for FY2017.

The content of the website referred to in this document is not incorporated into and does not form part of this document.

14. **Documents incorporated by reference and hard copies**

If you want to request a hard copy of this document (and/or any information incorporated into it by reference from another source), please contact the Receiving Agent, Computershare, on 0370 707 1388 (from within the UK) or on +44 370 707 1388 (if calling from outside the UK). Lines are open 8.30 a.m. to 5.00 p.m. (London time) Monday to Friday (excluding UK public holidays). Calls may be recorded and randomly monitored for security and training purposes. The helpline cannot provide advice on the merits of the Offer nor give any financial, legal or tax advice.

This document was despatched on 3 August 2018.
PART VII—TAXATION

The following statements are intended to apply only as a general guide to certain UK tax considerations and are based on current UK tax law and current published practice of HM Revenue and Customs, both of which are subject to change at any time, possibly with retrospective effect. They relate only to certain limited aspects of the UK taxation treatment of Vedanta Shareholders who (a) for UK tax purposes, are resident in the UK (except to the extent that the position of non-UK resident Vedanta Shareholders is expressly referred to) and, in the case of individuals, domiciled in the UK, (b) who hold the Vedanta Shares as investments (other than under an individual savings account or a self-invested personal pension) and (c) who are the beneficial owners of both the Vedanta Shares and any dividends paid on them. The statements may not apply to certain classes of Vedanta Shareholders such as (but not limited to) persons who acquired their Vedanta Shares in connection with an office or employment, dealers in securities, insurance companies and collective investment schemes.

The summary below does not constitute tax or legal advice and Vedanta Shareholders who are in any doubt about their taxation position, or who are resident or otherwise subject to taxation in a jurisdiction outside the United Kingdom, should consult their own professional advisers immediately.

1. Taxation of chargeable gains

A Vedanta Shareholder’s liability to UK taxation of chargeable gains in respect of the disposal of Vedanta Shares pursuant to the Offer will depend on that shareholder’s individual circumstances.

Vedanta Shareholders selling their Vedanta Shares pursuant to the Offer will be disposing of them for the purposes of UK taxation of chargeable gains. A disposal, or deemed disposal, of Vedanta Shares by a Vedanta Shareholder who is resident in the UK for tax purposes may, depending on the Vedanta Shareholder’s circumstances and subject to any available exemptions and reliefs, give rise to a chargeable gain or an allowable loss for the purposes of UK taxation of capital gains.

(a) Individual UK tax resident Vedanta Shareholders

The capital gains tax annual exemption (which is £11,700 for individuals in the 2018/19 tax year) may be available to exempt any chargeable gain, to the extent it has not already been utilised by that individual Vedanta Shareholder. However, indexation allowance has been abolished and will not be available to individual Vedanta Shareholders to reduce any gain that is otherwise chargeable.

For an individual Vedanta Shareholder who is subject to income tax at the basic rate and liable to UK capital gains tax on such disposal, the applicable rate would be 10 per cent. to the extent that the chargeable gain, when added to the Vedanta Shareholder’s other taxable income for the relevant tax year, does not exceed the threshold for the higher rate of income tax. To the extent that the chargeable gain exceeds this threshold or if an individual Vedanta Shareholder is subject to income tax at either the higher or the additional rate, the applicable rate of UK capital gains tax on the disposal of his Vedanta Shares will be 20 per cent.

An individual Vedanta Shareholder who has ceased to be resident in the UK for tax purposes for a period of less than five years and who disposes of Vedanta Shares during that period may also be liable on his return to the UK to UK taxation on any capital gain realised (subject to any available exemption or relief). Special rules apply to persons who are subject to tax on a “split-year” basis, who should seek specific professional advice if they are in any doubt about their position.

(b) Corporate UK tax resident Vedanta Shareholders

For a Vedanta Shareholder who is within the charge to UK corporation tax, a gain on the disposal or part disposal of Vedanta Shares will form part of the Vedanta Shareholder’s profits chargeable to corporation tax (the rate of which is currently 19 per cent). In addition to any other applicable reliefs, exemptions and allowable losses, indexation allowance for the period up to 31 December 2017 (but not thereafter) may be available to such Vedanta Shareholders to reduce any chargeable gain arising on the disposal (but not so as to create or increase any allowable loss).

2. Vedanta Share Plans

Special tax provisions may apply to Vedanta Shareholders who have acquired or acquire their Vedanta Shares pursuant to options and/or awards under the Vedanta Share Plans, including provisions imposing a charge to UK income tax and National Insurance Contributions when an option or award is exercised. Such Vedanta Shareholders are advised to seek independent professional advice.
3. **The FY2018 Dividend**

There should not be any UK withholding tax imposed on payment of the FY2018 Dividend and that applies irrespective of where the recipient Vedanta Shareholder is tax resident.

UK tax resident Vedanta Shareholders will need to consider their liability to income tax or corporation tax as further detailed below.

(a) **Individual UK tax resident Vedanta Shareholders**

   The tax treatment of the FY2018 Dividend paid by Vedanta Resources to individual Vedanta Shareholders is as follows:

   (A) the receipt by an individual Vedanta Shareholder of the FY2018 Dividend will, except to the extent that is earned through an ISA, self-invested pension plan or other regime which exempts dividends from tax, form part of the Vedanta Shareholder’s total income for income tax purposes;

   (B) a nil rate of income tax applies to the first part of the taxable dividend income received by an individual Vedanta Shareholder in a tax year (the “Nil Rate Amount”). The Nil Rate Amount is currently £2,000; and

   (C) any taxable dividend income received by an individual Vedanta Shareholder in a tax year in excess of the Nil Rate Amount will be taxed at the rates set out below.

Where a Vedanta Shareholder’s taxable dividend income for a tax year exceeds the Nil Rate Amount, the excess amount (the “Relevant Dividend Income”) will, subject to the availability of any income tax personal allowance, be subject to income tax at the following rates for the 2018/2019 tax year:

- 7.5 per cent, to the extent that the Relevant Dividend Income falls below the threshold for the higher rate of income tax;
- 32.5 per cent, to the extent that the Relevant Dividend Income falls above the threshold for the higher rate of income tax but below the threshold for the additional rate of income tax; and
- 38.1 per cent, to the extent that the Relevant Dividend Income falls above the threshold for the additional rate of income tax.

In determining whether and, if so, to what extent the Relevant Dividend Income falls above or below the threshold for the higher rate of income tax or, as the case may be, the additional rate of income tax, the Vedanta Shareholder’s total taxable dividend income for the tax year in question (including the part within the Nil Rate Amount) will be treated as the highest part of the Vedanta Shareholder’s total income for income tax purposes.

(b) **Corporate Vedanta Shareholders**

   Vedanta Shareholders within the charge to UK corporation tax who hold less than 10 per cent. of the Vedanta shares should generally not be subject to UK corporation tax on the FY2018 Dividend. Vedanta Shareholders within the charge to UK corporation tax with larger holdings should seek advice as to the UK corporation tax on the FY2018 Dividend.

4. **Stamp duty and stamp duty reserve tax (“SDRT”)**

   No stamp duty or SDRT will be payable by Vedanta Shareholders as a result of accepting the Offer.
PART VIII—DEFINITIONS

DEFINITIONS

“Acceptance Condition” . . . . . . . has the meaning set out in Section B of Part III of this document;

“Acceptance Shares” . . . . . . . has the meaning set out in Section B of Part III of this document;

“Aquatior” . . . . . . . means the acquisition of the Vedanta Shares held by Independent Vedanta Shareholders to be effective pursuant to the Offer or, if Volcan Investments so elects and Vedanta Resources and the Panel agrees, by way of a scheme of arrangement in accordance with Part 26 of the Companies Act;

“acting in concert with Volcan Investments” . . . . . . . has the meaning set out in Section B of Part III of this document;

“Agent” . . . . . . . means Citicorp International Limited acting as agent for the Lenders;

“Announcement Exchange Rate” . . . means the exchange rate of £1 : US$1.3203;

“Authorisations” . . . . . . . means authorisations, orders, grants, recognitions, confirmations, consents, licences, clearances, certificates, permissions or approvals;

“Business Day” . . . . . . . means any day, other than a public holiday, Saturday or Sunday, when banks generally are open in London and Cyprus for general banking business;

“Clearstream” . . . . . . . means Clearstream Banking, Société Anonyme;

“Closing Price” . . . . . . . means the closing middle market price of a Vedanta Share as derived from the Daily Official List on any particular date;

“Code” . . . . . . . means the City Code on Takeovers and Mergers;

“Companies Act” . . . . . . . means the Companies Act 2006, as amended from time to time;

“Computershare” . . . . . . . means Computershare Investor Services PLC;

“Conclave” . . . . . . . means Conclave PTC Limited, a private trust company which is the holding company of Volcan Investments and is ultimately beneficially owned by the Anil Agarwal Discretionary Trust;

“Conclave Directors” . . . . . . . means the board of directors of Conclave;

“Conditions” . . . . . . . means the conditions to the Offer which are set out in Section A of Part III of this document;

“Credit Suisse” . . . . . . . means Credit Suisse International;

“CREST” . . . . . . . means the system for paperless settlement of trades in securities operated by Euroclear in accordance with CREST Regulations;

“CREST Manual” . . . . . . . means the manual published by Euroclear for further information on the CREST procedure;

“CREST member” . . . . . . . means a person who has been admitted by Euroclear as a system-member (as defined in the CREST Regulations);

“CREST participant” . . . . . . . means person who is, in relation to CREST, a system-participant (as defined in the CREST Regulations);

“CREST payment” . . . . . . . has the meaning given in the CREST Manual;

“CREST Regulations” . . . . . . . means the Uncertificated Securities Regulations 2001 (SI2001 No. 3755);

“CREST sponsor” . . . . . . . means a CREST participant admitted to CREST as a CREST sponsor;
“CREST sponsored member” means a CREST member admitted to CREST as a sponsored member;

“Currency Election Facility” means the facility under which Vedanta Shareholders, other than Vedanta GDR Holders, can elect to receive the Offer Price in £ sterling;


“Dealing Disclosure” means an announcement pursuant to Rule 8 of the Code containing details of dealings in interests in relevant securities of a party to an offer;

“Delisting Threshold” has the meaning given thereto in paragraph 15 of Part II of this document;

“Depositary” means The Bank of New York Mellon acting in its capacity as depositary in respect of the Vedanta GDRs;

“Disclosed” means the information which has been fairly disclosed:
• by Vedanta Resources in its published annual report and accounts for the period ended 31 March 2018;
• in this document; or
• in any public announcement made by, or on behalf of, Vedanta Resources to Volcan Investments (or its respective officers, advisers, employees or agents) prior to 31 July 2018;

“Elco” means Elco (Secretary) Limited;

“Elco Directors” means the board of directors of Elco (Secretary) Limited;

“Electronic Acceptance” means the inputting and settling of a TTE Instruction which constitutes or is deemed to constitute an acceptance of the Offer on the terms set out in this document;

“Equivalent Offer Price” means 825 pence per share in cash for each Vedanta Share;

“Escrow Agent” means the Receiving Agent (in its capacity as an escrow agent as described in the CREST Manual);

“Euroclear” means Euroclear UK & Ireland Limited, the operator of CREST or, in the context of Vedanta GDRs, Euroclear S.A./N.V.;

“Facilities” means the new term loan facilities of USD1,100,000,000 to be made available to Volcan Cyprus as described in paragraph 5.1 of Part VI of this document;

“Facilities Agreement” means the English law governed term facilities agreement dated 31 July 2018 between, amongst others, Volcan Cyprus, the Lenders as original lenders and Citicorp International Limited as agent;

“FCA” means the Financial Conduct Authority;

“Firm Offer Announcement” means the announcement made on 31 July 2018 by Volcan Investments of the terms of a recommended cash offer for the remaining issued and to be issued share capital of Vedanta Resources pursuant to Rule 2.7 of the Code;

“First Closing Date” means 31 August 2018;

“Form of Acceptance” means the Form of Acceptance, Authority and Election for use by Vedanta Shareholders in connection with the Offer;

“FY2018 Dividend” means the dividend of US$0.41 per Vedanta Share in respect of the twelve months ended 31 March 2018 announced by the Vedanta Board on 23 May 2018 and confirmed by Vedanta Resources on 17 July 2018 for payment on 22 August 2018 in respect of those
shareholders on Vedanta Resources’ share register as an interim dividend on 20 July 2018;

“GDR Tender Agent” means The Bank of New York Mellon, in its capacity as tender agent for the Vedanta GDRs;

“Independent Committee” means the Independent Committee of the board of directors of Vedanta Resources;

“Independent Vedanta Shareholders” means holders of Vedanta Shares other than Volcan Investments, or any person acting in concert with Volcan Investments;

“Indian Stock Exchanges” means the Bombay Stock Exchange and the National Stock Exchange;

“INR” means the lawful currency of India;

“ISIN” means the International Securities Identification Number;

“J.P. Morgan Cazenove” means J.P. Morgan Securities plc (which conducts its UK investment banking business as J.P. Morgan Cazenove);

“Lazard” means Lazard & Co., Limited;

“Lenders” means Credit Suisse AG, Singapore Branch and Standard Chartered;

“London Stock Exchange” means the London Stock Exchange plc or its successor;

“Non-Executive Directors” means Geoffrey Green, Edward Story, Deepak Parekh, Ravi Rajagopal and Katya Zotova;

“Offer” means the recommended offer made by Volcan Investments to acquire all the Vedanta Shares held by Independent Vedanta Shareholders on the terms and subject to the conditions set out in this document and the Form of Acceptance including, where the context so requires, any subsequent revision, variation, extension or renewal of such offer and includes any election available in connection with it;

“Offer Document” has the meaning set out in Section B of Part III of this document;

“Offer Period” means the period commencing on (and including 2 July 2018) and ending on whichever of the following dates shall be the latest: (i) 1.00 p.m. (London time) on the First Closing Date; (ii) the date on which the Offer lapses or is withdrawn in accordance with its terms; and (iii) the date on which the Offer becomes or is declared unconditional as to acceptances;

“Offer Price” means US$10.89 per share in cash for each Vedanta Share;

“Official List” means the Official list of the FCA;

“Opening Position Disclosure” means an opening position disclosure made in accordance with Rule 8 of the Code;

“Overseas Shareholder” means Vedanta Shareholders who are resident in, ordinarily resident in, or citizens of, jurisdictions outside the United Kingdom;

“Panel” means the Panel on Takeovers and Mergers;

“Possible Offer Announcement” means the announcement made by Volcan Investments of a possible cash offer for Vedanta Resources on 2 July 2018 pursuant to Rule 2.4 of the Code;

“pounds sterling”, “£ sterling”, “GBP”, “£” or “pence” means the lawful currency of the United Kingdom;
“Previous Acceptor” has the meaning given to it in paragraph 4(a) of Section B of Part III of this document;

“Receiving Agent” means Computershare Investor Services PLC;

“Restricted ESA Instruction” has the meaning given to it in paragraph 6(h) of Section B of Part III of this document;

“Restricted Escrow Transfer” has the meaning given to it in paragraph 6(h) of Section B of Part III of this document;

“Restricted Jurisdiction” means any jurisdiction where local laws or regulations may result in a significant risk of civil, regulatory or criminal exposure if information concerning the Offer is sent or made available to Vedanta Shareholders or Vedanta GDR Holders in that jurisdiction;

“Restricted Overseas Person” means either a person (including an individual, partnership, unincorporated syndicate, unincorporated organisation, trust, trustee, custodian, executor, administrator or other legal representative) in, or resident in, a Restricted Jurisdiction;

“S&P” means Standard & Poor’s Financial Services LLC;

“SDRT” means stamp duty reserve tax;

“Standard Chartered” means Standard Chartered Bank;

“Total Offer Value” means the aggregate sum of the Offer Price and the FY2018 Dividend;

“TTE Instruction” means a transfer to escrow instruction (as described in the CREST Manual issued by Euroclear as amended from time to time) in relation to Vedanta Shares held in uncertificated form meeting requirements set out in paragraph 17.2 of Part II of this document;

“UK” or “United Kingdom” means the United Kingdom of Great Britain and Northern Ireland;

“uncertificated” or “in uncertificated form” means a share or other security title to which is recorded in the relevant register of the share or security as being held in uncertificated form, in CREST, and title to which, by virtue of the Regulations may be transferred by means of CREST;

“US” or “United States” means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

“US$” or “US dollars” means the lawful currency of the United States;


“Vedanta” or “Vedanta Resources” means Vedanta Resources Plc with registered number 04740415 and registered office 6 St Andrew Street, London, EC4A 3AE;

“Vedanta Board” or “Vedanta Directors” means the board of directors of Vedanta Resources;

“Vedanta Deferred Share Bonus Plan” means the Vedanta Resources Deferred Share Bonus Plan, adopted on 13 May 2015;

“Vedanta GDR Holder” means a holder of Vedanta GDRs;

“Vedanta GDRs” means the global depositary receipts admitted to trading on the Luxembourg Stock Exchange (International Securities Identification Number: US92241T1025). One Vedanta GDR represents one Vedanta Share;

“Vedanta Group” means Vedanta Resources and its subsidiaries and subsidiary undertakings;
“Vedanta Performance Share Plan” or “PSP” means the Vedanta Resources Performance Share Plan 2014, adopted on 12 November 2014;


“Vedanta Shareholders” means holders of Vedanta Shares which, as the context requires, includes Vedanta GDR Holders;

“Vedanta Shares” means the existing unconditionally allotted or issued and fully paid ordinary shares of US$0.10 each in the capital of Vedanta Resources and any further shares which are unconditionally allotted or issued before the date on which the Offer closes (or such earlier date or dates, not being earlier than the date on which the Offer becomes unconditional as to acceptances or, if later, the First Closing Date of the Offer, as Volcan Investments may decide) including the Vedanta GDRs but excluding any such shares held or which become held in treasury;

“Volcan Cyprus” means Volcan Investments Cyprus Ltd, a wholly owned subsidiary of Volcan Investments incorporated under the laws of Cyprus;

“Volcan Group” means Volcan Investments, Volcan Cyprus and their subsidiary undertakings and where the context permits, each of them;

“Volcan Investments” means Volcan Investments Limited incorporated under the laws of the Commonwealth of The Bahamas;

“Volcan Investments Directors” means the board of directors of Volcan Investments;

“Wider Vedanta Group” means Vedanta Resources and associated undertakings and any other body corporate, partnership, joint venture or person in which Vedanta Resources and such undertakings (aggregating their interests) have an interest of more than 20 per cent. of the voting equity capital or the equivalent; and

“Wider Volcan Group” means Volcan Group and associated undertakings and any other body corporate, partnership, joint venture or person in which Volcan Cyprus and such undertakings (aggregating their interests) have an interest of more than 20 per cent. of the voting equity capital or the equivalent.