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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

SCHEDULE 13D/A

Under the Securities Exchange of 1934  
(Amendment No. 6)

ReNew Energy Global plc

(Name of Issuer)

Class A ordinary shares, nominal value of \$0.0001

(Title of Class of Securities)

G7500M 104

(CUSIP Number)

Patrice Walch-Watson  
Canada Pension Plan Investment Board  
One Queen Street East  
Suite 2500  
Toronto, Ontario M5C 2W5  
Canada  
Tel: (416) 868-4075

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

March 2, 2023

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

\*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of section 18 of the Securities Exchange Act of 1934 (the "Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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CUSIP No. G7500M 104

1	NAME OF REPORTING PERSON Canada Pension Plan Investment Board	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Canada	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 88,846,844 <sup>(2)</sup>
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 88,846,844 <sup>(2)</sup>
	10	SHARED DISPOSITIVE POWER
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 88,846,844 <sup>(2)</sup>	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 31.6% <sup>(1)(2)</sup>	
14	TYPE OF REPORTING PERSON (See Instructions) CO	

(1) This calculation is based on 269,099,498 Class A ordinary shares (excluding treasury shares), nominal value of \$0.0001 (the "Shares") of ReNew Energy Global plc, a public limited company incorporated in England and Wales (the "Issuer"), outstanding as of October 12, 2022, as reported by the Issuer in its Post-Effective Amendment No. 2 on Form F-3 to the Registration Statement on Form F-1 (File No. 333-259706) filed on September 21, 2021, as subsequently amended, which was declared effective by the SEC on October 5, 2021, filed with the U.S. Securities and Exchange Commission on October 13, 2022 and declared effective by the SEC on October 26, 2022.

(2) The Reporting Person currently holds 76,501,166 Shares of the Issuer. In addition, the Business Combination Agreement (as defined below) grants the Reporting Person the right to, at its discretion, transfer the ordinary shares of Renew Power Private Limited, a company with limited liability incorporated under the laws of India and subsidiary of the Issuer ("ReNew India"), held by the Reporting Person (the "India Shares") to the Issuer in exchange for an aggregate of 12,345,678 Shares. As of March 2, 2023, the Reporting Person is considered to beneficially own an aggregate of 88,846,844 Shares, or 31.6% of the voting rights associated with the outstanding Shares (including 12,345,678 voting rights exercisable by the Reporting Person by virtue of the Class D Share held by the Reporting Person).

(3) The Reporting Person also holds one Class D ordinary share of the Issuer, nominal value of \$0.0001 (the "Class D Share"). The Class D Share effectively gives the Reporting Person the right to exercise its voting rights as if the Reporting Person had already converted the India Shares into Shares.

## Explanatory Note

This Amendment No. 6 (this "Amendment") amends and supplements the Schedule 13D filed by the Reporting Person on September 2, 2021 and amended and supplemented on February 15, 2022, February 18, 2022, February 24, 2022, September 23, 2022, and October 3, 2022 (the "Original Schedule 13D") and, as amended and supplemented by this Amendment, the "Schedule 13D"). Except as specifically provided herein, this Amendment does not modify any of the information previously reported on the Original Schedule 13D. Capitalized terms not otherwise defined in this Amendment shall have the same meanings ascribed thereto in the Original Schedule 13D. This Schedule 13D relates to the Class A ordinary shares, nominal value of \$0.0001 (the "Shares"), of ReNew Energy Global plc, a public limited company incorporated in England and Wales (the "Issuer"), having its registered office at c/o Vistra (UK) Ltd, 3rd Floor, 11-12 St. James's Square, London, SW1Y 4LB United Kingdom.

### Item 2. Identity and Background.

This Amendment amends and restates the final paragraph of Item 2 of the Original Schedule 13D in its entirety as follows:

In accordance with the provisions of General Instruction C to Schedule 13D, with respect to the Reporting Person, information concerning the name, business address, principal occupation and citizenship of its general partners, executive officers and board of directors and each person controlling the Reporting Person (collectively, the "Covered Persons"), required by Item 2 of Schedule 13D, is provided on Schedule I and is incorporated by reference herein. To the Reporting Person's knowledge, none of the Covered Persons listed on Schedule I has been, during the last five years, (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors), or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Schedule I to this Amendment amends and restates the information set forth on Schedule I to the Original Schedule 13D in its entirety.

### Item 3. Source and Amount of Funds or Other Consideration.

The information set forth in or incorporated by reference in Items 4, 5 and 6 of this Schedule 13D is incorporated by reference in its entirety into this Item 3.

This Amendment amends and supplements Item 3 of the Original Schedule 13D by adding the following:

On March 2, 2023, the Reporting Person proposed to GS Wyvern Holdings Limited ("GSW") and, on even date, entered into a sale and purchase agreement with GSW (the "March Sale and Purchase Agreement") pursuant to which the Reporting Person has agreed to purchase from GSW, in a privately negotiated transaction, 55,958,780 depositary receipts representing Class C Shares (each such depositary receipt representing one Class C Share), at a price per depositary receipt of \$4.80, for a total aggregate purchase price of \$268,602,144.00.

The Reporting Person expects to obtain the funds required to purchase the Class C Shares from its working capital.

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**Item 4. Purpose of Transaction.**

The information set forth in Item 6 of this Schedule 13D is hereby incorporated herein by reference.

This Amendment amends and supplements Item 4 of the Original Schedule 13D by adding the following:

The Reporting Person entered into the March Sale and Purchase Agreement, and intends to acquire the Class C Shares as contemplated thereby, for investment purposes as part of its ordinary business and investing activities.

**Item 5. Interest in Securities of the Issuer.**

This Amendment amends and restates Item 5 of the Original Schedule 13D in its entirety as follows:

(a) - (b) See Items 7 to 11 and Item 13 on page 2 of this Schedule 13D.

The Reporting Person beneficially owns, and has sole voting power and sole dispositive power with respect to, 88,846,844 Shares, representing approximately 31.6% of the voting rights associated with the outstanding Shares (including 12,345,678 voting rights exercisable by the Reporting Person by virtue of the Class D Share held by the Reporting Person).

Pursuant to the terms of the March Sale and Purchase Agreement, the Reporting Person has waived the standstill and right of first refusal provisions of the September Sale and Purchase Agreement (such provisions, the "Standstill and ROFR Provisions"), and shall no longer be deemed to beneficially own one additional Share.

Such percentages are calculated based on 269,099,498 Shares outstanding as of October 12, 2022, as reported by the Issuer in its Post-Effective Amendment No. 2 on Form F-3 to the Registration Statement on Form F-1 (File No. 333-259706) filed on September 21, 2021, as subsequently amended, which was declared effective by the SEC on October 5, 2021, filed with the U.S. Securities and Exchange Commission on October 13, 2022 and declared effective by the SEC on October 26, 2022.

(c) Except as described in Item 3 above or elsewhere in this Schedule 13D, neither the Reporting Person nor, to the Reporting Person's knowledge, any Covered Person has effected any transactions in the Shares during the past sixty days.

(d) No person (other than the Reporting Person) is known to the Reporting Person or, to the Reporting Person's knowledge, the Covered Persons, to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, any Shares covered by this Schedule 13D.

(e) Not applicable.

**Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.**

The information set forth in or incorporated by reference in Items 3, 4 and 5 of this Schedule 13D is incorporated by reference in its entirety into this Item 6.

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This Amendment amends and supplements Item 6 of the Original Schedule 13D by adding the following:

*March Sale and Purchase Agreement*

On March 2, 2023, the Reporting Person entered into the March Sale and Purchase Agreement.

The March Sale and Purchase Agreement contains customary representations and warranties and is conditioned upon confirmation by Computershare Trust Company, N.A., as the Issuer's transfer agent and registrar, that it has received all documents and information from GSW necessary to amend the registers of holders of Class C Shares to reflect the transfers contemplated thereunder. Pursuant to the March Sale and Purchase Agreement, (i) GSW and the Reporting Person have agreed that the transactions contemplated by the March Sale and Purchase Agreement and GSW's disposal of the Share that will be held by GSW following completion thereof (such Share, the "Remainder Share") shall not be subject to the Standstill and ROFR Provisions, and (ii) the Reporting Person has agreed to consent to the transactions contemplated by the March Sale and Purchase Agreement and GSW's disposal of the Remainder Share, to waive the Standstill and ROFR Provisions in connection with the transactions contemplated by the March Sale and Purchase Agreement and GSW's disposal of the Remainder Share, and to waive any claim or right the Reporting Person may have under or in connection with the September Sale and Purchase Agreement in connection with the transactions contemplated by the March Sale and Purchase Agreement and GSW's disposal of the Remainder Share.

References to, and descriptions of, the March Sale and Purchase Agreement as set forth in this Item 6 are qualified in their entirety by the terms of the March Sale and Purchase Agreement, a copy of which is attached hereto as Exhibit 99.8 and is incorporated in its entirety in this Item 6.

The Reporting Person does not anticipate that the Class C Shares that it has agreed to purchase pursuant to the March Sale and Purchase Agreement will be automatically re-designated as Class A Shares upon the transfer of such Class C Shares to the Reporting Person.

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**Item 7. Material to Be Filed as Exhibits.**

<b>Exhibit No.</b>	<b>Description</b>
99.1	Shareholders' Agreement, dated as of August 23, 2021, by and among the Issuer, the Reporting Person, Cognisa Investment, Mr. Sumant Sinha, Wisemore Advisory Private Limited, GS Wyvern Holdings Limited, Platinum Hawk C 2019 RSC Limited, Jera Power RN B.V. and RMG Sponsor II, LLC (incorporated by reference to Exhibit 4.5 of Amendment No. 1 to the Issuer's Form F-4 (File No. 333-256228) filed with the Securities and Exchange Commission on June 21, 2021).
99.2	Registration Rights, Coordination and Put Option Agreement, dated as of August 23, 2021, by and among the Issuer, the Reporting Person, ReNew Power Private Limited, RMG Sponsor II, LLC, GS Wyvern Holdings Limited, Platinum Hawk C 2019 RSC Limited, Sacef India, Jera Power RN B.V., Mr. Sumant Sinha, Cognisa Investment and Wisemore Advisory Private Limited (incorporated by reference to Exhibit 10.1 of Amendment No. 1 to the Issuer's Form F-4 (File No. 333-256228) filed with the Securities and Exchange Commission on June 21, 2021).
99.3	Business Combination Agreement, dated as of February 24, 2021, by and among the Issuer (formerly known as ReNew Energy Global Limited), RMG Acquisition Corporation II, Philip Kassin (in the capacity as the RMG II Representative), Renew Power Global Merger Sub, GS Wyvern Holdings Limited, the Reporting Person, Green Rock B 2014 Limited, Mr. Sumant Sinha and Renew Power Private Limited (incorporated by reference to Exhibit 2.1 of RMG Acquisition Corporation II's Current Report on Form 8-K filed with the Securities and Exchange Commission on February 24, 2021).
99.4	Amendment No. 1 to the Business Combination Agreement, dated as of May 17, 2021, by and among the Issuer (formerly known as ReNew Energy Global Limited), RMG Acquisition Corporation II, Philip Kassin (in the capacity as the RMG II Representative), Renew Power Global Merger Sub, GS Wyvern Holdings Limited, the Reporting Person, Green Rock B 2014 Limited, Mr. Sumant Sinha and Renew Power Private Limited (incorporated by reference to Exhibit 2.1 of RMG Acquisition Corporation II's Current Report on Form 8-K filed with the Securities and Exchange Commission on May 18, 2021).
99.5	Sale and Purchase Agreement, dated as of February 11, 2022, by and between GS Wyvern Holdings Limited and the Reporting Person (incorporated by reference to Exhibit 99.5 to the Schedule 13D/A filed by the Reporting Person on February 15, 2022).
99.6	Sale and Purchase Agreement (Lock-up Securities), dated as of February 16, 2022, by and between GS Wyvern Holdings Limited and the Reporting Person (incorporated by reference to Exhibit 99.6 to the Schedule 13D/A filed by the Reporting Person on February 18, 2022).
99.7	September Sale and Purchase Agreement, dated as of September 23, 2022, by and between GS Wyvern Holdings Limited and the Reporting Person (incorporated by reference to Exhibit 99.7 to the Schedule 13D/A filed by the Reporting Person on September 23, 2022).
<a href="#"><u>99.8</u></a>	<a href="#"><u>March Sale and Purchase Agreement, dated as of March 2, 2023, by and between GS Wyvern Holdings Limited and the Reporting Person.</u></a>

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**SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

**DATE:** March 2, 2023

CANADA PENSION PLAN INVESTMENT BOARD

By /s/ Patrice Walch-Watson

Name: Patrice Walch-Watson

Title: Senior Managing Director, General Counsel & Corporate Secretary

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**Schedule I**  
**Directors of the Reporting Person**

Heather Munroe-Blum

c/o Canada Pension Plan Investment Board, One Queen Street East, Suite 2500, Toronto, ON M5C 2W5

Principal Occupation: Corporate Director

Citizenship: Canada

Judith Athaide

c/o Canada Pension Plan Investment Board, One Queen Street East, Suite 2500, Toronto, ON M5C 2W5

Principal Occupation: Corporate Executive, The Cogent Group Inc.

Citizenship: Canada

Sylvia Chrominska

c/o Canada Pension Plan Investment Board, One Queen Street East, Suite 2500, Toronto, ON M5C 2W5

Principal Occupation: Corporate Director

Citizenship: Canada

Dean Connor

c/o Canada Pension Plan Investment Board, One Queen Street East, Suite 2500, Toronto, ON M5C 2W5

Principal Occupation: Corporate Director

Citizenship: Canada

William 'Mark' Evans

c/o Canada Pension Plan Investment Board, One Queen Street East, Suite 2500, Toronto, ON M5C 2W5

Principal Occupation: Corporate Director

Citizenship: Canada

Ashleigh Everett

c/o Canada Pension Plan Investment Board, One Queen Street East, Suite 2500, Toronto, ON M5C 2W5

Principal Occupation: Corporate Executive, Royal Canadian Securities Limited

Citizenship: Canada

Tahira Hassan

c/o Canada Pension Plan Investment Board, One Queen Street East, Suite 2500, Toronto, ON M5C 2W5

Principal Occupation: Corporate Director

Citizenship: Canada, Pakistan

John Montalbano

c/o Canada Pension Plan Investment Board, One Queen Street East, Suite 2500, Toronto, ON M5C 2W5

Principal Occupation: Corporate Director

Citizenship: Canada

Barry Perry

c/o Canada Pension Plan Investment Board, One Queen Street East, Suite 2500, Toronto, ON M5C 2W5

Principal Occupation: Corporate Director

Citizenship: Canada

Mary Phibbs

c/o Canada Pension Plan Investment Board, One Queen Street East, Suite 2500, Toronto, ON M5C 2W5

Principal Occupation: Corporate Director

Citizenship: Australia, United Kingdom

Boon Sim

c/o Canada Pension Plan Investment Board, One Queen Street East, Suite 2500, Toronto, ON M5C 2W5

Principal Occupation: Corporate Director

Citizenship: United States

Kathleen Taylor

c/o Canada Pension Plan Investment Board, One Queen Street East, Suite 2500, Toronto, ON M5C 2W5

Principal Occupation: Corporate Director

Citizenship: Canada

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### **Executive Officers of the Reporting Person**

John Graham

c/o Canada Pension Plan Investment Board, One Queen Street East, Suite 2500, Toronto, ON M5C 2W5

Principal Occupation: President and Chief Executive Officer

Citizenship: Canada, United Kingdom

Maximilian Biagosch

c/o Canada Pension Plan Investment Board, One Queen Street East, Suite 2500, Toronto, ON M5C 2W5

Principal Occupation: Senior Managing Director, Global Head of Real Assets & Head of Europe

Citizenship: Germany

Edwin D. Cass

c/o Canada Pension Plan Investment Board, One Queen Street East, Suite 2500, Toronto, ON M5C 2W5

Principal Occupation: Senior Managing Director & Chief Investment Officer

Citizenship: Canada

Andrew Edgell

c/o Canada Pension Plan Investment Board, One Queen Street East, Suite 2500, Toronto, ON M5C 2W5

Principal Occupation: Senior Managing Director & Global Head of Credit Investments

Citizenship: Canada

Kristina Fanjoy

c/o Canada Pension Plan Investment Board, One Queen Street East, Suite 2500, Toronto, ON M5C 2W5

Principal Occupation: Senior Managing Director & Chief Financial Officer

Citizenship: Canada

Frank Ieraci

c/o Canada Pension Plan Investment Board, One Queen Street East, Suite 2500, Toronto, ON M5C 2W5

Principal Occupation: Senior Managing Director & Global Head of Active Equities

Citizenship: Canada

Suyi Kim

c/o Canada Pension Plan Investment Board, One Queen Street East, Suite 2500, Toronto, ON M5C 2W5

Principal Occupation: Senior Managing Director & Global Head of Private Equity

Citizenship: South Korea

Michel Leduc

c/o Canada Pension Plan Investment Board, One Queen Street East, Suite 2500, Toronto, ON M5C 2W5

Principal Occupation: Senior Managing Director & Global Head of Public Affairs and Communications

Citizenship: Canada

Geoffrey Rubin

c/o Canada Pension Plan Investment Board, One Queen Street East, Suite 2500, Toronto, ON M5C 2W5

Principal Occupation: Senior Managing Director & Chief Investment Strategist

Citizenship: Canada, United States

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Priti Singh

c/o Canada Pension Plan Investment Board, One Queen Street East, Suite 2500, Toronto, ON M5C 2W5  
Principal Occupation: Senior Managing Director & Global Head of Capital Markets and Factor Investing  
Citizenship: Canada

Mary Sullivan

c/o Canada Pension Plan Investment Board, One Queen Street East, Suite 2500, Toronto, ON M5C 2W5  
Principal Occupation: Senior Managing Director & Chief Talent Officer  
Citizenship: Canada

Agus Tandiono

c/o Canada Pension Plan Investment Board, One Queen Street East, Suite 2500, Toronto, ON M5C 2W5  
Principal Occupation: Senior Managing Director, Head of Asia Pacific & Active Equities Asia  
Citizenship: Indonesia

Patrice Walch-Watson

c/o Canada Pension Plan Investment Board, One Queen Street East, Suite 2500, Toronto, ON M5C 2W5  
Principal Occupation: Senior Managing Director, General Counsel & Corporate Secretary  
Citizenship: Canada

Kristen Walters

c/o Canada Pension Plan Investment Board, One Queen Street East, Suite 2500, Toronto, ON M5C 2W5  
Principal Occupation: Senior Managing Director & Chief Risk Officer  
Citizenship: United States

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DATED: 2 March 2023

GS WYVERN HOLDINGS LIMITED

AND

CANADA PENSION PLAN INVESTMENT BOARD

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AGREEMENT FOR THE SALE AND PURCHASE

OF

DEPOSITARY RECEIPTS REPRESENTING CLASS C ORDINARY SHARES  
IN RENEW ENERGY GLOBAL PLC

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THIS AGREEMENT is dated 2 March 2023

## PARTIES

- (1) **GS WYVERN HOLDINGS LIMITED**, a company organized under the laws of Mauritius, having its principal office at c/o Intercontinental Trust Ltd., Level 3, Alexander House, 35 Cybercity, Ebene, Mauritius (**Seller**); and
- (2) **CANADA PENSION PLAN INVESTMENT BOARD**, a Canadian crown corporation organized under the Canada Pension Plan Investment Board Act, 1997, c.40 and having its registered office at One Queen Street East Suite 2500, Toronto, Ontario, M5C 2W5, Canada (**Buyer**).

## BACKGROUND

- (a) The Seller is the legal and beneficial owner of 55,958,780 certificated depositary receipts (**ReNew Class C Depositary Receipts**) each of which represents one class C ordinary share, par value \$0.0001 (**Class C Share**), in each case, in the capital of ReNew Energy Global plc, a public company limited by shares incorporated in England and Wales with registered number 13220321 and having its registered office at C/O Vistra (UK) Ltd, 3rd Floor, 11-12 St. James's Square, London, England, SW1Y 4LB (the **Company**).
- (b) The Seller has agreed to sell, and the Buyer has agreed to purchase, 55,958,780 ReNew Class C Depositary Receipts (the **C Depositary Receipts**) constituted by a deposit agreement between the Company, CPU and the holders of depositary receipts in respect of shares in the Company from time to time dated 20 August 2021 (the **Deposit Agreement**) on the terms and conditions set out in this Agreement (the **Sale**).

## AGREED TERMS

### 1. DEFINITIONS AND INTERPRETATION

- 1.1 The following words, expressions and abbreviations apply in this Agreement (including the Background):

**Affiliate** means, in relation to any person, any other person that, directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with such person, including, without limitation, any general partner, managing member, or trustee of such Person and any fund or investment entity or account now or hereafter existing which is Controlled by or under common Control with, or advised or sponsored by, one or more general partners, managing members or investment advisors of, or shares the same management company or investor advisor with, such Person. In the case of the Seller, "Affiliate" also includes funds managed and/or Controlled by The Goldman Sachs Group, Inc. and/or any of its Affiliates (as defined in the preceding sentence) (as the case may be), but excludes the Company and any of its Controlled Affiliates. In the case of the Buyer, "Affiliate" excludes the Company and its Controlled Affiliates.

<b>Amendment Notice</b>	has the meaning given to such phrase in paragraph 3 of Schedule 1.
<b>Business Day</b>	means a day (other than Saturday or Sunday) on which banks in the City of London, England; New York, New York; Port Louis, Mauritius; and Toronto, Canada are customarily open for business.
<b>Buyer Warranties</b>	means the warranties and undertakings set out in Schedule 4.
<b>Claim</b>	means any claim for a breach of, or under, or in connection with, this Agreement.
<b>Claim Deadline</b>	has the meaning given to such phrase in Clause 6.6.
<b>Class A Share</b>	has the meaning given to such phrase in Clause 7.1.
<b>Completion</b>	means completion of the Sale in accordance with this Agreement.
<b>Completion Date</b>	has the meaning given to such phrase in Clause 4.4.
<b>Consideration</b>	means the amount payable for the C Depositary Receipts in accordance with Clause 3 and this Agreement.
<b>Control</b>	means, with respect to any person, possession, directly or indirectly, of the power, whether exercised or not, to direct or cause the direction of management or policies of such person (whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise); provided that such power or authority shall conclusively be presumed to exist upon possession of beneficial ownership or power to direct the vote of more than fifty percent (50%) of the votes entitled to be cast at a meeting of the members or shareholders of such person or power to appoint, remove or control the composition of a majority of the board of directors of such person. The terms <b>Controlled by</b> and <b>under common Control with</b> shall have a corresponding meaning.
<b>CPU</b>	Computershare Trust Company, N.A.
<b>CPU Condition</b>	has the meaning given to such phrase in Clause 4.2.

<b>Encumbrance</b>	means a mortgage, charge, pledge, lien, option, restriction, right of first refusal, right of pre-emption, third party right or interest, other encumbrance or security interest of any kind, or another type of preferential arrangement (including, without limitation, a title transfer or retention arrangement) having similar effect.
<b>Fundamental Warranty</b>	means the warranties set out in paragraphs 1 through 7 and paragraph 14 of Schedule 3.
<b>Insurance Policy</b>	has the meaning given to such phrase in Clause 6.6.
<b>IT Act</b>	has the meaning given to such phrase in paragraph 15 of Schedule 3.
<b>Legal Requirement</b>	has the meaning given to such phrase in Clause 12.2(c).
<b>Net Amount</b>	has the meaning given to such phrase in Clause 6.6.
<b>Policy Limit</b>	has the meaning given to such phrase in Clause 6.6.
<b>Public Information</b>	has the meaning given to such phrase in paragraph 9 of Schedule 3.
<b>QIB</b>	means a “qualified institutional buyer” within the meaning of Rule 144A under the Securities Act.
<b>Registration Rights Agreement</b>	means the registration rights, coordination and put option agreement dated 23 August 2021 between the Seller, the Company, ReNew Power Private Limited, RMG Sponsor II, LLC, the Buyer, Platinum Hawk C 2019 RSC Limited, GEF SACEF India, JERA Power RN B.V., Mr. Sumant Sinha, Cognisa Investment and Wisemore Advisory Private Limited.
<b>Sale</b>	has the meaning given in the recitals.
<b>Sanctions</b>	means any sanctions or embargoes and/or restrictive measures administered or imposed by the U.S. Department of the Treasury’s Office of Foreign Assets Control, the U.S. State Department, any other agency of the U.S. government, the United Nations, the European Union or the United Kingdom.
<b>Securities Act</b>	means the Securities Act of 1933, as amended.
<b>Seller’s Bank Account</b>	means the following bank account of the Seller:  Beneficiary Account Number: 080-108327-020 Beneficiary Name: GS Wyvern Holdings Limited Beneficiary Bank: HSBC Bank (Mauritius) Limited 6th Floor, HSBC Centre, 18 Cybercity, Ebene, Mauritius SWIFT: HSBCMUMUOBU Correspondence Details: HSBC Bank USA, New York SWIFT: MRMDUS33.

<b>Seller Warranties</b>	means the warranties and undertakings set out in Schedule 3.
<b>Shareholders Agreement</b>	means the Shareholders Agreement, dated 23 August 2021 among the Buyer, the Seller, the Company, RMG Sponsor II, LLC, Platinum Hawk C 2019 RSC Limited, JERA Power RN B.V., Mr. Sumant Sinha, Cognisa Investment and Wisemore Advisory Private Limited.
<b>Shareholders Agreement Amendment</b>	means an amendment to the Shareholders Agreement in the form set out in the Schedule 5.
<b>Tax Amount</b>	has the meaning given to such phrase in Clause 6.1.
<b>Tax Warranty</b>	means the warranty set out in paragraph 15 of Schedule 3 of this Agreement.
<b>Tax Warranty Claims</b>	has the meaning given to such phrase in Clause 6.1.
<b>Third Purchase Agreement</b>	has the meaning given to such phrase in Clause 7.1.
<b>Transaction Documents</b>	means this Agreement and any other documents in the agreed form.
<b>Transactions</b>	has the meaning given to such phrase in Clause 7.1.
<b>Transfer</b>	means (a) to sell, offer to sell, contract or agree to sell, hypothecate, pledge, grant any option to purchase or otherwise dispose of or agree to dispose of, directly or indirectly, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended, and the rules and regulations of the U.S. Securities and Exchange Commission promulgated thereunder, with respect to any securities; (b) to enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any of the securities, in cash or otherwise; or (c) to publicly announce any intention to effect any transaction specified in clause (a) or (b) of this definition.
<b>U.S. Special Resolution Regime</b>	means each of the Federal Deposit Insurance Act (12 U.S.C. §§ 1811–1835a) and regulations promulgated thereunder and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (12 U.S.C. §§ 5381–5394) and the regulations promulgated thereunder.



1.2 In this Agreement:

- (a) Clause, Schedule and paragraph headings will be disregarded in its construction;
- (b) unless the context otherwise requires, a reference to a Clause or Schedule is to the relevant clause of, or schedule to, this Agreement, and any reference to a paragraph is to a paragraph of the Schedule in which it appears;
- (c) the Schedules form part of this Agreement and have effect as if set out in full in its body;
- (d) unless the context otherwise requires, words in the singular include the plural and the plural include the singular and reference to one gender includes all genders;
- (e) any reference to a party is to a party to this Agreement and includes a reference to that party's successors and permitted assigns;
- (f) a reference to a person includes any individual, company, firm, partnership, unincorporated association, organisation, foundation, trust, government, state or agency of a state, in each case whether or not having separate legal personality;
- (g) a reference to a company includes any company, corporation or other body corporate, wherever and however incorporated or established;
- (h) a reference to a statute, enactment, statutory provision, subordinate legislation, EU directive or regulation, code or guideline includes a reference, in each case, to:
  - (i) any consolidation, re-enactment, modification or replacement of it; and
  - (ii) any subordinate legislation made under it from time to time;
- (i) except in relation to the calculation of periods of time, any reference to the terms **including** and **include** (or any similar term) is not to be construed as implying any restriction on the meaning of any word, description, definition, phrase or term preceding those terms, and any reference to the term **other** (or any similar term) is not to be construed as implying any restriction on the meaning of any word, description, definition, phrase or term following that term;
- (j) a reference to a document being **in the agreed form** or similar will be construed to mean in a form agreed between the parties (whether electronic or hard-copy) and initialled by a representative of each of the parties for the purposes of identification or agreed in writing as being in agreed form by them or on their behalf;
- (k) any reference to **writing** or **written** includes any method of reproducing words or text in legible, permanent and tangible form; and
- (l) any reference to **USD** or **\$** is to the lawful currency of the United States as at the date of this Agreement.

## 2. SALE AND PURCHASE

- 2.1 At Completion, the Seller shall sell full legal and beneficial title to the C Depositary Receipts to the Buyer free and clear from all Encumbrances and third party claims of any nature whatsoever and together with all rights attaching to them at Completion and the Buyer shall purchase the C Depositary Receipts, on the terms and conditions of this Agreement. The Buyer acknowledges and agrees that the C Depositary Receipts are subject to restrictions under applicable securities laws and takes the C Depositary Receipts subject to the Deposit Agreement and the Registration Rights Agreement.
- 2.2 Subject to Completion having occurred, the Buyer shall be entitled to all rights and advantages accruing to the C Depositary Receipts on or after Completion including dividends, distributions and any return of capital declared, paid or made in respect of the C Depositary Receipts on or after Completion.

## 3. CONSIDERATION

The amount payable for the C Depositary Receipts shall be \$4.80 per C Depositary Receipt, being \$268,602,144.00 in the aggregate which will be paid in USD in accordance with Clause 4.5 and Schedule 2.

## 4. EXCHANGE AND COMPLETION

- 4.1 On signing of this Agreement (or at such other time as is specified in Schedule 1), the Seller shall perform its obligations and deliver, or procure the delivery of, each of the documents listed in Schedule 1.
- 4.2 Completion shall be conditional upon CPU confirming by email to the Buyer and the Seller that it has received the documents and information from the Seller necessary to amend the registers of holders of ReNew Class C Depositary Receipts to reflect the Sale of the C Depositary Receipts (the **CPU Condition**).
- 4.3 Between signing of this Agreement and Completion: (a) the Seller shall use reasonable endeavours to provide CPU with any information and documents in its possession or under its control and any assistance as may be reasonably required by CPU in connection with satisfying the CPU Condition; and (b) the Buyer shall use reasonable endeavours to provide CPU with any information and documents in its possession or under its control and assistance which may be required in connection with the updating of the register contemplated by Clause 4.5(a).
- 4.4 Completion shall take place two Business Days after the date on which the CPU Condition has been satisfied or such other date as the parties shall agree in writing (**Completion Date**).
- 4.5 Completion shall occur upon (a) CPU sending to the Buyer and the Seller a screenshot of the registers in respect of ReNew Class C Depositary Receipts updated in respect of the Sale of the C Depositary Receipts; (b) the Buyer having performed its obligations listed in Schedule 2; and (c) the Seller having received the Consideration in the Seller Bank Account.

4.6 The Seller shall:

- (a) prior to Completion, provide the Buyer with a report issued by KPMG Assurance and Consulting Services LLP, on a reliance basis and in a form reasonably acceptable to the Buyer, confirming that prior to the Completion Date the Seller has not received any notice in connection with any proceedings or demands which may be pending or to the knowledge of the Seller, threatened against the Seller under the IT Act that will result in, or would reasonably be expected to result in, the transfer of C Depository Receipts being adversely impacted or declared void as per Section 281 of the IT Act; and
- (b) following Completion, make appropriate income-tax return filings in India within the time period prescribed under, and in accordance with, the IT Act, disclosing the transaction in a manner that is consistent with this Agreement.

## 5. WARRANTIES

5.1 The Seller warrants to the Buyer that each of the warranties by the Seller in Schedule 3 is true, accurate in all respects and not misleading at the date of this Agreement and at the Completion Date.

5.2 The Buyer warrants to the Seller that each of the warranties by the Buyer in Schedule 4 is true, accurate in all respects and not misleading at the date of this Agreement and at the Completion Date.

5.3 Each of the warranties provided by each of the Seller and the Buyer is separate and independent and except as expressly otherwise provided in this Agreement, shall not be limited by reference to any other warranty or anything in this Agreement.

## 6. LIMITATIONS ON LIABILITY

6.1 The maximum aggregate liability of the Seller in respect of:

- (a) all claims under this Agreement in respect of the Tax Warranty (collectively, the **Tax Warranty Claims**) shall not exceed \$26,500,000.00 (such amount being the **Tax Amount**); and
- (b) all Claims shall not exceed the Consideration received by it.

6.2 The Seller shall not be liable in respect of:

- (a) any claim in respect of the Tax Warranty or any Fundamental Warranty, unless written notice of such claim has been given to the Seller by or on behalf of the Buyer by no later than the date which falls three years after the Completion Date; and
- (b) any other Claim, unless written notice of such Claim has been given to the Seller by or on behalf of the Buyer by no later than the date that is 12 months after the Completion Date.

6.3 Any Claim against the Seller will (if it has not previously been satisfied, settled or withdrawn) be deemed to have been withdrawn unless legal proceedings in respect of it have been commenced by being both issued and served within three months of notification of the Claim to the Seller.

- 6.4 None of the limitations contained in this Clause 6 will apply to any Claim if any liability of the Seller in respect of that Claim arises from, or is increased as a result of, fraud or fraudulent misrepresentation on the part of the Seller.
- 6.5 The rights and remedies of the Buyer under this Agreement with respect to the warranties and undertakings given in Schedule 3 shall not be affected by Completion and shall survive delivery of and payment for the C Depositary Receipts. The rights and remedies of the Seller under this Agreement with respect to the warranties and undertakings given in Schedule 4 shall not be affected by Completion and shall survive delivery of and payment for the C Depositary Receipts.
- 6.6 For the purpose of this clause, **Net Amount** shall mean an amount in USD from time to time equal to the Tax Amount, *less* the aggregate amount in USD of payments made by the Seller to the Buyer in respect of any Tax Warranty Claim from time to time. For the period commencing on the Completion Date and ending on the date which is the third anniversary of the Completion Date (the **Claim Deadline**), the Seller shall retain an aggregate amount of cash and/or cash equivalents in USD equal to the Net Amount; provided that, if a bona-fide Tax Warranty Claim is formally commenced by the Buyer against the Seller prior to the Claim Deadline but has not been resolved, satisfied, settled or withdrawn prior to the Claim Deadline, the Seller shall solely with respect to such Tax Warranty Claim, continue to retain an aggregate amount of cash and/or cash equivalents in USD equal to the amount subject to such Tax Warranty Claim (provided such amount shall not exceed the Net Amount) until such Tax Warranty Claim is resolved, settled, satisfied or withdrawn. Notwithstanding the forgoing, the Seller may, at its discretion and at its sole cost and expense (including, without limitation, any and all premiums, broker commissions and related attorney fees and expenses), obtain an insurance policy, the terms of which shall be approved by the Buyer (which approval shall not be unreasonably withheld, denied or delayed) (the **Insurance Policy**). The Insurance Policy shall (1) name (i) the Seller, (ii) the Buyer and (iii) such other persons or entities, being designees of the Buyer, as acceptable to the insurer(s), in each case as an insured party, (2) provide that, until the Claim Deadline, the Buyer and its designees shall have priority over the Seller in respect of any recovery under the Insurance Policy and that the Seller shall not have the right to receive any recovery unless and until all the claims made by the Buyer or its designees under the Insurance Policy prior to the Claim Deadline have been resolved, satisfied, settled or withdrawn, and (3) have a term that ends no earlier than the Claim Deadline. In the event that the Seller obtains the Insurance Policy, then, notwithstanding the forgoing, (a) the Net Amount (and therefore the amount of cash and/or cash equivalents required to be retained pursuant to this Clause 6.6) shall be reduced by the amount equal to the policy limit of the Insurance Policy less any deductible, retention, exclusion or other limitation that would be subtracted from or decrease the amount recoverable by the Buyer under the Insurance Policy, (b) the Buyer shall use reasonable best efforts to recover under the Insurance Policy in respect of any Tax Warranty Claim and in addition, to first recover any Tax Warranty Claim under the Insurance Policy, and (c) if the Buyer is unable to recover in full the relevant amount under the Insurance Policy, the Buyer's right to assert a Tax Warranty Claim against the Seller shall not be affected or prejudiced by the availability of the Insurance Policy, except that the Seller shall be responsible only for the portion of any Tax Warranty Claim in excess of the amount actually recovered by the Buyer under the Insurance Policy in respect of such Tax Warranty Claim. If the Seller has made payment in respect of any Tax Warranty Claim and the Buyer subsequently recovers under the Insurance Policy in respect of such claim, the Buyer shall promptly refund to the Seller the lesser of the amount recovered (net of cost and applicable taxes, incurred in connection with such receipt) under the Insurance Policy and the amount paid by the Seller.

## 7. STANDSTILL AND ROFR; CLASS A SHARE

7.1 The parties agree that the Transactions shall not be subject to Clauses 7 and 8 of that certain Agreement for the Sale and Purchase of Depository Receipts Representing Class A Ordinary Shares and Class C Ordinary Shares, dated September 23, 2022, by and between the Seller and the Buyer (the **Third Purchase Agreement**). Further, the Buyer: (i) agrees and consents to the Transactions, and hereby waives Clauses 7 and 8 of the Third Purchase Agreement with respect to the Transactions; (ii) agrees that the Seller shall not be in breach of the Third Purchase Agreement in connection with the Transactions; and (iii) waives any claim or right it may have under or in connection with the Third Purchase Agreement in connection with the Transactions. For the purposes of this Clause 7.1, the “**Transactions**” shall mean: (i) the Sale; and/or (ii) any disposal by the Seller of the single class A ordinary share, par value \$0.0001, in the capital of the Company held by the Seller (the **Class A Share**).

## 8. BUYER ACKNOWLEDGEMENTS

8.1 The Buyer acknowledges and agrees that:

- (a) except pursuant to any Legal Requirement, the Buyer shall not use the name of the Seller or any of its Affiliates without obtaining the prior written consent of the Seller or the relevant Affiliate (as applicable);
- (b) except pursuant to any Legal Requirement, the Buyer shall not, without the prior written consent of the Seller or the relevant Affiliate of the Seller (as applicable), in each instance, (i) use in advertising, publicity or otherwise the name of the Seller or any of its Affiliates, or any partner or employee of the Seller or any of its Affiliates, nor any trade name, trademark, trade device, service mark, symbol or any abbreviation, contraction or simulation thereof owned by the Seller or any of its Affiliates, or (ii) represent, directly or indirectly, that any product or any service provided by the Buyer or the Company has been approved or endorsed by the Seller or any of its Affiliates;
- (c) nothing in this Agreement or any other Transaction Document shall create a fiduciary duty of the Seller or any of their respective Affiliates to the Buyer or any of its Affiliates; and
- (d) (i) the Buyer will not hold or seek to hold the Seller or any of its Affiliates responsible or liable for any misstatements in or omissions from any publicly available information concerning the Company, including the Public Information or any information made available to the Buyer either prior to entry into this Agreement or prior to Completion; and (ii) the Buyer will not hold or seek to hold the Seller, any of its Affiliates or any of its or their respective control persons, officers, directors or employees responsible or liable in connection with its analysis or decision to purchase the C Depository Receipts.

## 9. SELLER ACKNOWLEDGEMENTS

9.1 The Seller acknowledges and agrees that, except as may be required by any Legal Requirement:

- (a) the Seller shall not use the name of the Buyer or any of its Affiliates without obtaining the prior written consent of the Buyer or the relevant Affiliate (as applicable);
- (b) the Seller shall not, without the prior written consent of the Buyer or the relevant Affiliate of the Buyer (as applicable), in each instance, (i) use in advertising, publicity or otherwise the name of the Buyer or any of its Affiliates, or any partner or employee of the Buyer or any of its Affiliates, nor any trade name, trademark, trade device, service mark, symbol or any abbreviation, contraction or simulation thereof owned by the Buyer or any of its Affiliates, or (ii) represent, directly or indirectly, that any product or any service provided by the Seller or the Company has been approved or endorsed by the Buyer or any of its Affiliates;
- (c) nothing in this Agreement or any other Transaction Document shall create a fiduciary duty of the Buyer or any of its Affiliates to the Seller or any of its Affiliates; and
- (d) (i) the Seller will not hold or seek to hold the Buyer or any of its Affiliates responsible or liable for any misstatements in or omissions from any publicly available information concerning the Company, including the Public Information or any information made available to the Seller either prior to entry into this Agreement or prior to Completion; and (ii) the Seller will not hold or seek to hold the Buyer, any of its Affiliates or any of its or their respective control persons, officers, directors or employees responsible or liable in connection with its analysis or decision to sell the C Depositary Receipts.

## 10. QUALIFYING FINANCIAL CONTRACT

In the event that the Seller becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of this Agreement (and any interest and obligation in or under, and any property securing, this Agreement) from the Seller will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement (and any such interest, obligation and property) were governed by the laws of the United States or a state of the United States.

## 11. NO SET OFF, DEDUCTION OR COUNTERCLAIM

The Buyer shall make payment under this Agreement in full free of any set-off, claim, deduction, diminution, reduction or retention (**Deduction**) of any kind or nature. Without limitation to the foregoing, the Buyer waives and relinquishes any right of Deduction which the Buyer might otherwise have in respect of any Claim against or out of any payments which the Buyer may be obliged to make (or procure to be made) to the Seller pursuant to this Agreement or any of the other Transaction Documents. This Clause shall be without prejudice to Clause 19 which shall apply in respect of any withholding or deduction for or on account of tax.

## 12. CONFIDENTIALITY AND ANNOUNCEMENTS

12.1 Each party undertakes that it will keep confidential at all times after the date of this Agreement, and not directly or indirectly reveal, disclose or use for its own or any other purposes, any information received or obtained as a result of entering into or performing, or supplied by or on behalf of the other party in the negotiations leading to, this Agreement and which relates to:

- (a) the negotiations relating to this Agreement or any other Transaction Document;
- (b) the subject matter or provisions of this Agreement or any other Transaction Document; or
- (c) the other party.

12.2 The prohibition in Clause 12 does not apply to any disclosure by a party:

- (a) if the information was in the public domain before it was received by the party or, after it was received by the party, entered the public domain otherwise than as a result of (i) a breach by that party of this Clause 12 or (ii) a breach of a confidentiality obligation by the discloser, where the breach was known to the disclosing party;
- (b) to its Affiliates and its and their respective employees, officers and directors, current or prospective partners, co-investors, financing sources, transferees or bankers, lenders, accountants, legal counsels, business partners, representatives or advisors who need to know such information as such party deems appropriate, in each case only where such persons or entities are under appropriate non-disclosure obligations;
- (c) pursuant to any law, regulation, legal process, subpoena, civil investigative demand (or similar process), order, statute, rule, request or other legal or similar requirement made, promulgated or imposed by a court or by a judicial, governmental, regulatory, self-regulatory (including stock exchange) or legislative body, organization, commission, agency or committee or otherwise in connection with any judicial or administrative proceeding (including, in response to oral questions, interrogatories or requests for information or documents) (together with the circumstances specified in Clause 12.2(d), **Legal Requirement**);
- (d) as required or requested to be disclosed to any federal, state, provincial, municipal, local or foreign government, governmental authority, regulatory or administrative agency, governmental commission, department, board, bureau, agency or instrumentality, court or tribunal which has jurisdiction in respect of the disclosing party as such party deems appropriate; or
- (e) where the disclosure is approved in writing by the party providing the information referred to in Clause 12.

12.3 Except where required in order to comply with an applicable Legal Requirement, no party will make any press release or other public disclosure or announcement in connection with the transactions contemplated by this Agreement except with the prior written consent of the other party.

**13. ASSIGNMENT**

Neither party will be entitled to assign, transfer, charge or deal in any way with the benefit of, or any of its rights under or interest in, this Agreement without the prior written consent of the other party.

**14. ENTIRE AGREEMENT**

14.1 The Transaction Documents contain the whole agreement between the parties relating to their subject matter to the exclusion of any terms implied by law which may be excluded. All previous drafts, agreements, understandings or arrangements of any nature whatsoever between the parties (or any of them) relating to the subject matter of any of the Transaction Documents are superseded and extinguished.

14.2 Each party acknowledges that, in entering into this Agreement and each of the other Transaction Documents, it is not relying on any statement, warranty, representation, covenant, promise or undertaking whatsoever, whether written or oral, made before its entry into this Agreement.

14.3 Nothing in this Clause 14 shall exclude any liability for (or remedy in respect of) fraud or fraudulent misrepresentation.

**15. SEVERABILITY**

If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, under any applicable law, such provision will, to that extent, be deemed not to form part of this Agreement but the legality, validity and enforceability of the remainder of this Agreement will not be affected.

**16. VARIATION, RELEASE AND WAIVER**

16.1 No variation of this Agreement will be effective unless it is in writing and signed by or on behalf of each of the parties.

16.2 Any liability to any party under this Agreement may be released, compounded or compromised in whole or in part without in any way prejudicing that party's rights against any other party under the same or like liability, whether joint and several or otherwise.

16.3 Any waiver of any right, power or remedy under this Agreement must be in writing and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated, any such waiver will not be deemed to be a waiver of any subsequent breach and will be effective only for the purpose for which it is given.

16.4 No failure of any party to exercise, nor delay in exercising, any right, power or remedy in connection with this Agreement (**Right**) will operate as a waiver of that Right, nor will any single or partial exercise of any Right preclude any other or further exercise of that Right or the exercise of any other Right.

**17. CONTRACTS (RIGHTS OF THIRD PARTIES)**

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third parties) Act 1999 to enforce any of its terms.



**18. COSTS**

- 18.1 Except as otherwise stated in this Agreement, each party will be responsible for its own costs, charges and expenses in relation to the negotiation, preparation, execution and implementation of this Agreement, any other Transaction Document and all other agreements forming part of the transactions contemplated by this Agreement.
- 18.2 All stamp, transfer and registration taxes, duties and charges and all (if any) notarial fees payable in connection with the sale of the C Depositary Receipts shall be paid by the Buyer.

**19. WITHHOLDING**

In reliance on the Tax Warranty, all sums payable under this Agreement shall be made in full without any set-off or counterclaim and free and clear of any deductions or withholdings for or on account of tax. It is hereby confirmed by the parties that, in reliance on the Tax Warranty, the Buyer is not withholding any tax under the provisions of Indian tax law on the payment of the Consideration.

**20. NOTICES**

- 20.1 Any notice or other communication from one party (**Sender**) to another party (**Recipient**) under this Agreement must be in writing and be addressed to the Recipient using the details below (and each party will promptly notify the other in writing of any change to its details for service):

**Seller:**

GS Wyvern Holdings Limited  
c/o Intercontinental Trust Ltd.  
Level 3, Alexander House  
35 Cybercity, Ebene, Mauritius  
Attention: Mr. Teddy Lo Seen Chong  
Email: teddylo@intercontinentaltrust.com

with a required copy (which copy shall not constitute notice) to:

Cleary Gottlieb Steen & Hamilton LLP  
2 London Wall Place  
London, EC2Y 5AU  
United Kingdom  
Attention: Sam Bagot and Nallini Puri  
Email: sbagot@cgsh.com; npuri@cgsh.com

**Buyer:**

Canada Pension Plan Investment Board  
One Queen Street East Suite 2500  
Toronto, Ontario, M5C 2W5  
Canada  
Attention: Bill Rogers and Kavita Saha  
Email: legalnotice@cppib.com

with a required copy (which copy shall not constitute notice) to:

Freshfields Bruckhaus Deringer US LLP  
601 Lexington Avenue  
New York, NY 10022  
Attention: Ethan Klingsberg and Zheng (Jonathan) Zhou  
Email: ethan.klingsberg@freshfields.com; zheng.zhou@freshfields.com

- 20.2 Notices must be delivered personally, sent by email or sent by a reputable tracked delivery service (charges prepaid) with confirmation of receipt required.
- 20.3 Any notice will be deemed to have been received:
- (a) if delivered personally, at the time and date of delivery shown on the delivery receipt kept by the Sender;
  - (b) at 9.00 am on the fifth Business Day from the date of posting (such date as evidenced by proof of postage kept by the Sender) or, if earlier, on receipt by the Recipient (where the Sender can evidence such receipt); and
  - (c) if delivered by email, at the time of transmission when e-mailed, provided that receipt shall not occur if the Sender receives an automated message indicating that the message has not been delivered to the Recipient.
- 20.4 If the deemed time of receipt would occur outside the hours of 9.00 am to 5.30 pm on a Business Day, the notice will be deemed received at 9.00 am on the next Business Day.
- 20.5 This Clause 20 does not apply to the service of proceedings or other documents in any judicial proceeding.
- 20.6 Reference in this Clause 20 to times of the day are to those times in the location of receipt.

## 21. COUNTERPARTS

This Agreement may be entered into in any number of counterparts, and by the parties on separate counterparts, all of which when duly executed and delivered will together constitute one and the same instrument.

## 22. GOVERNING LAW AND JURISDICTION

- 22.1 This Agreement and any non-contractual rights and obligations arising out of or in connection with it will be governed by and construed in accordance with English law.
- 22.2 Each of the parties irrevocably:
- (a) agrees that the English courts will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement (including any non-contractual rights and obligations) and the documents to be entered into pursuant to it and, accordingly, that proceedings arising out of or in connection with this Agreement will be brought in such courts; and
  - (b) submits to the jurisdiction of such courts and waives any objection to proceedings being brought in any such court on the ground of venue or on the ground that the proceedings have been brought in an inconvenient forum.

## 23. PROCESS AGENT

- 23.1 The Seller irrevocably appoints Goldman Sachs International of GS Wyvern Holdings Limited, c/o Goldman Sachs International, Plumtree Court, 25 Shoe Lane, London, EC4A 4AU, Attn: Asset Management Division, as its agent to receive and acknowledge on its behalf service of any proceedings in England and Wales arising out of or in connection with this Agreement and undertakes not to revoke the authority of such agent. Such service will be deemed completed on delivery to that agent (whether or not it is forwarded to and received by its principal). If for any reason such agent ceases to be able to act as agent or no longer has an address in England and Wales, the Seller will, as soon as practicable, appoint a substitute and notify the Buyer in writing of the substitute agent's name and address in England and Wales. Until any party receives such notification, it will be entitled to treat the agent named above as the agent of the Seller for the purposes of this Clause 23.
- 23.2 The Buyer irrevocably appoints Canada Pension Plan Investment Board of 40 Portman Square, London W1H 6LT, Attn: Bill Rogers and Kavita Saha, with a copy to legalnotice@cppib.com, as its agent to receive and acknowledge on its behalf service of any proceedings in England and Wales arising out of or in connection with this Agreement and undertakes not to revoke the authority of such agent. Such service will be deemed completed on delivery to that agent (whether or not it is forwarded to and received by its principal). If for any reason such agent ceases to be able to act as agent or no longer has an address in England and Wales, the Buyer will, as soon as practicable, appoint a substitute and notify the Seller in writing of the substitute agent's name and address in England and Wales. Until any party receives such notification, it will be entitled to treat the agent named above as the agent of the Buyer for the purposes of this Clause 23.

## 24. ASSIGNMENT OF REGISTRATION RIGHTS

Pursuant to Section 8.02(b)(ii) of the Registration Rights, Coordination and Put Option Agreement, dated as of August 23, 2021, by and among Seller, Buyer and the other parties thereto (the **Registration Rights Agreement**), subject to and effective as at Completion, Seller hereby assigns to Buyer its rights, duties and obligations under Articles II through IV of the Registration Rights Agreement (other than the GSW Priority Offering Right, as defined in the Registration Rights Agreement) in respect of the C Depositary Receipts. Buyer hereby agrees to such assignment and to be bound by the terms and provisions of the Registration Rights Agreement in respect of the C Depositary Receipts. Following the Completion, Seller and Buyer shall provide written notice of the assignment contemplated in this Clause 24.1 to the Company and the other parties to the Registration Rights Agreement. Notwithstanding the forgoing, Seller shall retain all rights under and in connection with the Registration Rights Agreement in respect of shares in which it is interested immediately following Completion.

**SCHEDULE 1**  
**SELLER'S OBLIGATIONS**

1. Prior to the date that is eight Business Days following the date of this Agreement, the Seller will:
  - (a) courier with a reputable tracked delivery service to CPU at Computershare, 462 South 4th Street, Suite 1600, Louisville, KY 40202, or deliver in person to CPU at Computershare 118 Fernwood Avenue Edison, NJ 08837 the following documents:
    - (i) the original completed depositary receipt transfer forms in the form provided by CPU (**Transfer Forms**) instructing CPU to transfer the C Depositary Receipts to the Buyer;
    - (ii) the original certificates representing the ReNew Class C Depositary Receipts held by the Seller at the date of this Agreement; and
    - (iii) a certificate of incumbency dated within 180 days of the date of this Agreement showing the person signing the Transfer Forms is authorised to transact on behalf of the Seller; and
  - (b) notify the Company to instruct CPU to carry over to the Buyer the restrictions to which the C Depositary Receipts are subject.
2. Prior to the date that is the earlier of (a) the date that is one Business Day prior to the Completion Date, and (b) the date that is seven Business Days following the date of this Agreement, the Seller will deliver to the Buyer: (i) Form 15CB; and (ii) the relevant information required from the Seller for completing Form 15CA under the IT Act.
3. At Completion, the Seller will deliver to the Buyer a duly executed signature page to the Shareholders Agreement Amendment.

Neither the coming into effect of the Shareholders Agreement Amendment or the signature of any other party to the Shareholders Agreement Amendment shall be a condition to Completion, a closing deliverable or affect Completion in any way.

If after Completion the other parties to the Shareholders Agreement Amendment duly execute the Shareholders Agreement Amendment in the form set out in Schedule 5 (and not, for clarity, in any other form or subject to any amendment, change or additional term), then the Buyer shall provide notice (the **Amendment Notice**) to the Seller attaching the fully executed Amendment. The Seller's signature to the Shareholders Agreement Amendment shall become effective after Completion upon delivery by the Buyer of the Amendment Notice in accordance with the previous sentence, and until such time, shall be held to the order of the Seller and shall not be effective for any purpose. If, prior to the delivery of the Amendment Notice, the Seller notifies the Buyer of its disposal of the Class A Share, the Seller's signature with respect to the Shareholders Agreement Amendment shall terminate and be of no effect for any purpose.

**SCHEDULE 2**  
**BUYER'S COMPLETION OBLIGATIONS**

On the Completion Date, the Buyer shall pay, or procure payment, to the Seller's Bank Account of an amount equal to the Consideration.

**SCHEDULE 3**  
**SELLER WARRANTIES**

1. The Seller has been duly incorporated and is validly existing as a corporation under the laws of the place of its incorporation.
2. The Seller has the requisite capacity, power and authority and has taken all necessary corporate and other actions to authorise the execution, delivery and performance of this Agreement.
3. This Agreement has been duly executed and delivered by the duly authorised representatives of the Seller, and constitutes a legal, valid, binding agreement, enforceable against the Seller in accordance with its terms.
4. The execution, delivery and performance of this Agreement by the Seller does not contravene, result in a breach or violation of, or constitute a default under:
  - (a) the constitutional documents of the Seller;
  - (b) any agreement or contract to which the Seller is a party or by which it is bound; or
  - (c) any statute, law, rule, regulation, judgment, order or decree of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Seller.
5. All consents, orders and approvals, if any, of any regulatory or governmental authority or agency having jurisdiction over the Seller or the transactions contemplated by this Agreement required to be obtained for the execution, delivery and performance of this Agreement by the Seller have been obtained and are in full force and effect.
6. The Seller is the sole legal and beneficial owner of the C Depositary Receipts and has the full right, power and authority to sell and transfer the full legal and beneficial interest in the C Depositary Receipts to the Buyer.
7. The C Depositary Receipts are free from any Encumbrances and no person will be entitled to any Encumbrance in relation to any of the C Depositary Receipts, subject in each case to securities law, the terms of the Deposit Agreement and the Registration Rights Agreement. The Seller has not granted to any person an Encumbrance in relation to any of the Class C Shares.
8. The C Depositary Receipts have not been offered for sale by any form of “general solicitation” or “general advertising” (within the meaning of Regulation D under the Securities Act) or by any form of “directed selling efforts” (within the meaning of Regulation S under the Securities Act) and the Seller’s sale of such C Depositary Receipts is not part of a plan or scheme to evade the registration requirements of the Securities Act.

9. The Seller acknowledges that (a) the C Depositary Receipts are receipts in respect of Class C Shares which are of the same class as securities admitted to listing on Nasdaq (the Exchange) and that the Company is therefore required to publish certain business and financial information in accordance with the rules and practices of the Exchange and the laws of the United States (together with the information on its website and its press releases and announcements, the **Public Information**), and that the Seller has had access to such information without undue difficulty and has made such investigation with respect to the Company and the C Depositary Receipts, as it deems necessary to make its divestment decision; (b) the Seller has made its own assessment and has satisfied itself concerning the tax, legal, regulatory and financial considerations relevant to its divestment of the C Depositary Receipts; (c) the Seller has had a full opportunity to ask questions of and receive answers from the Buyer or any person or persons acting on behalf of the Buyer concerning the terms and conditions of a divestment of the C Depositary Receipts; (d) the Seller has made its divestment decision based upon Public Information and its own review, judgment and analysis and not upon any view expressed or information provided by or on behalf of the Buyer or any of its Affiliates, (e) the Seller has adequate information concerning the business and financial condition of the Company to make an informed decision regarding the sale of the C Depositary Receipts to the Buyer; (f) the Seller has not relied and will not rely on the Buyer, any of its Affiliates, or any of its control persons, officers, directors or employees in connection with its analysis or decision to sell the C Depositary Receipts (including on any statement, representation or warranty made by any such person except for, in respect of the Buyer, the warranties given by the Buyer expressly set forth in Schedule 4 of this Agreement (and, with respect to such warranties, subject to any limitations included in this Agreement)), or on any investigation that the Buyer or any of its Affiliates, may have conducted with respect to the Company or the C Depositary Receipts, (g) except for the warranties given by the Buyer expressly set forth in Schedule 4 of this Agreement (and, with respect to such warranties, subject to any limitations included in this Agreement), none of the Buyer, any of its Affiliates, or any of its control persons, officers, directors or employees, has made any representation, warranty or recommendation (written or oral), express or implied, with respect to the Company or the C Depositary Receipts or the accuracy, adequacy or completeness of any publicly available information, including (without limitation) the Public Information, and neither the Buyer nor any of its Affiliates, accepts or has any responsibility or liability for any of such information; and (h) neither the Buyer nor any of its Affiliates have ultimate authority over any such information, including without limitation any control over its content or whether or how it was or is communicated.
10. The Seller acknowledges that it and its Affiliates are subject to applicable anti-bribery and anti-corruption laws, rules, and regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act, as amended, the United Kingdom Bribery Act, as amended (collectively, the **Anti-Bribery Laws**) and applicable anti-money laundering laws, rules, and regulations, including, without limitation, all applicable jurisdiction and U.S. anti-money laundering laws, the rule and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental or regulatory agency (collectively, the **Money Laundering Laws**) and, consistent with these applicable laws, has established and maintains adequate policies, procedures and internal controls reasonably designed to ensure compliance with applicable Anti-Bribery Laws and Anti-Money Laundering Laws.
11. Neither the Seller nor, to the knowledge of the Seller, any director, officer, agent or employee of the Seller is, (a) a person currently the subject of any Sanctions, or (b) located, organised or resident in the so-called Donetsk People's Republic, the so-called Luhansk People's Republic, Crimea, Cuba, Iran, North Korea or Syria (each being a country or territory that is the subject of Sanctions).
12. No litigation, arbitration or administrative proceedings before any court, arbitration tribunal or competent authority are current or pending or threatened against the Seller which, if adversely determined, might materially affect the execution and performance of the Seller's obligations under this Agreement.
13. No person is entitled to any brokerage, finder's, financial adviser or other similar fee or commission in connection with the transactions contemplated by this Agreement on behalf of the Seller, except to the extent that such fees or commissions are payable by the Seller.
14. The Seller has not received any notice in connection with any proceedings or demands which may be pending or, to the knowledge of the Seller, threatened against the Seller under the IT Act that will result in, or would reasonably be expected to result in, the transfer of the C Depositary Receipts pursuant to this Agreement being adversely impacted or declared void as per Section 281 of the IT Act.
15. In terms of the Indian Income Tax Act, 1961 (**IT Act**), the cost of acquisition of the C Depositary Receipts is higher than the Consideration and no tax arises on the Seller under the IT Act and consequently no obligation to withhold tax by the Buyer on the sale of the C Depositary Receipts under this Agreement.

**SCHEDULE 4**  
**BUYER WARRANTIES**

1. The Buyer has been duly incorporated and is validly existing as a corporation under the laws of the place of its incorporation.
2. The Buyer has the requisite capacity, power and authority and has taken all necessary corporate and other actions to authorise the execution, delivery and performance of this Agreement.
3. This Agreement has been duly executed and delivered by the duly authorised representatives of the Buyer, and constitutes a legal, valid, binding agreement, enforceable against the Buyer in accordance with its terms.
4. The execution, delivery and performance of this Agreement by the Buyer does not contravene, result in a breach or violation of, or constitute a default under:
  - (a) the constitutional documents of the Buyer;
  - (b) any agreement or contract to which the Buyer is a party or by which it is bound; or
  - (c) any statute, law, rule, regulation, judgment, order or decree of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Buyer or to which the Buyer submits.
5. All consents, orders and approvals, if any, of any regulatory or governmental authority or agency having jurisdiction over the Buyer or the transactions contemplated by this Agreement required to be obtained for the execution, delivery and performance of this Agreement by the Buyer have been obtained and are in full force and effect.
6. No person is entitled to any brokerage, finder's, financial adviser or other similar fee or commission in connection with the transactions contemplated by this Agreement on behalf of the Buyer, except to the extent that such fees or commissions are payable by the Buyer.
7. The Buyer is either (a) not a U.S. person and is not resident or physically present in the United States (as such terms are defined in Regulation S under the Securities Act) or (b) a QIB and an "Institutional Account" as defined in FINRA Rule 4512(c). Further, if the Buyer is acquiring the C Depositary Receipts as a fiduciary or agent for one or more investor accounts, each such account is either (a) not a U.S. person and is not resident or physically present in the United States or (b) a QIB and an "Institutional Account" as defined in FINRA Rule 4512(c), the Buyer has investment discretion with respect to each such account and has the power and authority to make (and do make) the representations, warranties, agreements, undertakings, confirmations and acknowledgments herein on behalf of each such account, including without limitation purchasing the C Depositary Receipts.
8. The C Depositary Receipts will be acquired for the Buyer's own account (or the account of a non-U.S. person or a QIB as to which the Buyer has full investment discretion) for investment purposes, not as a nominee or agent (other than for a non-U.S. person or a QIB as to which the Buyer has full investment discretion), and (subject to the disposition of the Buyer's property being at all times within the Buyer's control) not with a view to or in connection with the sale or distribution of any part thereof, and the Buyer has no present intention of selling, granting any participation in, or otherwise distributing the same.



9. (a) The Buyer is an institution which has such knowledge and experience in financial and business matters and in buying equity securities such that the Buyer is capable of evaluating the merits and risks of its investment in the C Depositary Receipts; (b) the Buyer and any accounts for which it is acting are each able to bear the economic risk of such investment, and are able to sustain a complete loss of its investment in the C Depositary Receipts; and (c) the Buyer acknowledges (for itself and for any account for which it is acting) that neither the Seller nor any of its Affiliates is making any recommendations to the Buyer or advising the Buyer regarding the suitability of buying the C Depositary Receipts.
10. The Buyer acknowledges (for itself and for and any account for which it is acting) that the C Depositary Receipts, any securities issued in respect of or exchanged for the C Depositary Receipts and any securities which such C Depositary Receipts represent, will be notated with the following legends:
- (a) "THE SECURITIES IDENTIFIED HEREIN HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS. NEITHER THESE SECURITIES NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, REGISTRATION. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFER SET FORTH IN THAT CERTAIN SHAREHOLDERS' AGREEMENT OF RENEW ENERGY GLOBAL PLC, DATED AS OF AUGUST 23, 2021, A COPY OF WHICH MAY BE OBTAINED UPON WRITTEN REQUEST TO THE SECRETARY OF THE COMPANY."
- (b) Any legend required by the securities laws of any state to the extent such laws are applicable to the C Depositary Receipts represented by the certificate, instrument, or book entry so legended.
11. The Buyer acknowledges (for itself and for and any account for which it is acting) that: (a) there will be no public offering of the C Depositary Receipts in the United States; (b) the C Depositary Receipts are being offered to the Buyer pursuant to an exemption from or in a transaction not subject to registration under the Securities Act and that the C Depositary Receipts have not been and will not be registered under the Securities Act or with any state or other jurisdiction of the United States; and (c) any C Depositary Receipts which the Buyer acquires from the Seller in the United States are "restricted securities" as defined in Rule 144(a)(3) under the Securities Act.
12. The Buyer will: (a) segregate such the C Depositary Receipts from any other securities that the Buyer holds that are not restricted securities, (b) will not deposit the C Depositary Receipts in an unrestricted depository receipt facility, and (c) will only transfer the C Depositary Receipts in accordance with paragraph 13 below. The Buyer acknowledges (for itself and for and any account for which it is acting) that no representation has been made as to the availability of any exemption under the Securities Act for the offer, resale, pledge or transfer of the C Depositary Receipts.

13. The Buyer acknowledges (for itself and for and any account for which it is acting) that: (a) it cannot rely on Rule 144A under the Securities Act to reoffer, resell, pledge or otherwise transfer the C Depositary Receipts, and (b) so long as the C Depositary Receipts are “restricted securities,” the C Depositary Receipts may not be reoffered, resold, pledged or otherwise transferred except: (i) to the Company; (ii) outside the United States in an offshore transaction in accordance with Rule 903 or 904 of Regulation S under the Securities Act; (iii) inside the United States to a person whom the Buyer reasonably believes is a QIB that is purchasing such C Depositary Receipts for its own account or for the account of a QIB (it being understood that all offers or solicitations in connection with such a transfer must be limited to QIBs and must not involve any general solicitation or general advertising); (iv) pursuant to Rule 144 under the Securities Act (if available); (v) pursuant to another available exemption, if any, from registration under the Securities Act; or (vi) pursuant to an effective registration statement under the Securities Act, and that, in each case, such offer, sale, pledge or transfer must be made in accordance with all applicable securities laws of each state of the United States and the securities laws of any other relevant jurisdiction, as then in effect.
14. The C Depositary Receipts have not been offered to it by any form of “general solicitation” or “general advertising” (within the meaning of Regulation D under the Securities Act) or by any form of “directed selling efforts” (within the meaning of Regulation S under the Securities Act) and the Buyer’s purchase of such C Depositary Receipts is not part of a plan or scheme of the Buyer to evade the registration requirements of the Securities Act.
15. The Buyer acknowledges (for itself and for and any account for which it is acting) that: (a) no offering or disclosure documents or information have been or will be prepared by the Seller or any of its Affiliates, or any other person, in connection with the sale of the C Depositary Receipts; and (b) the C Depositary Receipts are only being sold to the Buyer on an exceptional and limited basis on the basis that the Buyer is an experienced and sophisticated institutional QIB. The Buyer accepts the increased potential risks inherent in investing in the C Depositary Receipts, due to the speed to market, no disclosure or offering document being prepared for the transaction and no access to the Company.
16. The Buyer acknowledges that (a) the C Depositary Receipts are receipts in respect of Class C Shares which are of the same class as securities admitted to listing on the Exchange and that the Company is therefore required to publish the Public Information, and that the Buyer has had access to such information without undue difficulty and has made such investigation with respect to the Company and the C Depositary Receipts, as it deems necessary to make its investment decision; (b) the Buyer has made its own assessment and has satisfied itself concerning the tax, legal, regulatory and financial considerations relevant to its investment in the C Depositary Receipts; (c) the Buyer has had a full opportunity to ask questions of and receive answers from the Seller or any person or persons acting on behalf of the Seller concerning the terms and conditions of an investment in the C Depositary Receipts; (d) the Buyer has made its investment decision based upon Public Information and its own review, judgment and analysis and not upon any view expressed or information provided by or on behalf of the Seller or any of its Affiliates; (e) the Buyer has adequate information concerning the business and financial condition of the Company to make an informed decision regarding the purchase of the C Depositary Receipts from the Seller; (f) the Buyer has not relied and will not rely on the Seller, any of its Affiliates, or any of its control persons, officers, directors or employees in connection with its analysis or decision to purchase the C Depositary Receipts (including on any statement, representation or warranty made by any such person, except for, in respect of the Seller, the warranties given by the Seller expressly set forth in Schedule 3 of this Agreement (and, with respect to such warranties, subject to any limitations included in this Agreement)), or on any investigation that the Seller or any of its Affiliates, may have conducted with respect to the Company or the C Depositary Receipts, (g) except for the warranties given by the Seller expressly set forth in Schedule 3 of this Agreement (and, with respect to such warranties, subject to any limitations included in this Agreement), none of the Seller, any of its Affiliates, or any of its control persons, officers, directors or employees, has made any representation, warranty or recommendation (written or oral), express or implied, with respect to the Company or the C Depositary Receipts or the accuracy, adequacy or completeness of any publicly available information, including (without limitation) the Public Information, and neither the Seller nor any of its Affiliates, accepts or has any responsibility or liability for any of such information; and (h) neither the Seller nor any of its Affiliates have ultimate authority over any such information, including without limitation any control over its content or whether or how it was or is communicated.
17. The Buyer acknowledges that it and its Affiliates are subject to applicable Anti-Bribery Laws and applicable Money Laundering Laws and, consistent with these applicable laws, has established and maintains adequate policies, procedures and internal controls reasonably designed to ensure compliance with applicable Anti-Bribery Laws and Anti-Money Laundering Laws.
18. Neither the Buyer nor, to the knowledge of the Buyer, any director, officer, agent or employee of the Buyer is, (a) a person currently the subject of any Sanctions, or (b) located, organised or resident in the so-called Donetsk People’s Republic, the so-called Luhansk People’s Republic, Crimea, Cuba, Iran, North Korea or Syria (each being a country or territory that is the subject of Sanctions).

**SCHEDULE 5**  
**FORM OF SHAREHOLDERS AGREEMENT AMENDMENT**

**This Deed is dated** [•], 2023 and is made **BETWEEN**:

- (1) **RENEW ENERGY GLOBAL PLC**, a public limited company incorporated in England and Wales with registered number 13220321 and having its registered office at c/o Vistra (UK) Ltd, 3<sup>rd</sup> Floor, 11-12 St. James's Square, London, SW1Y 4LB (the "**Company**");
- (2) **COGNISA INVESTMENT**, a partnership firm, having its office at 1st Floor, Penkar House, Jaishuklal Mehta Road, Santacruz (West), Mumbai, India – 400 054, being represented by [•];
- (3) **MR. SUMANT SINHA**, passport number [Z4966428] and presently residing at [1017 B, Aralias, DLF Golf Course Road, Gurgaon – 122009];
- (4) **WISEMORE ADVISORY PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at 1017 B, Aralias, DLF Golf Course Road, Gurgaon, India – 122009;
- (5) **GS WYVERN HOLDINGS LIMITED**, a company organized under the laws of Mauritius, having its principal office at c/o Intercontinental Trust Ltd., Level 3, Alexander House, 35 Cybercity, Ebene, Mauritius ("**GSW**");
- (6) **CANADA PENSION PLAN INVESTMENT BOARD**, a Canadian crown corporation organised and validly existing under the Canada Pension Plan Investment Board Act, 1997, c.40;
- (7) **PLATINUM HAWK C 2019 RSC LIMITED**, having its registered office at Level 26, Al Khatem Tower, Abu Dhabi Global Market, Al Maryah Island, Abu Dhabi, United Arab Emirates, in its capacity as trustee of Platinum Cactus A 2019 Trust, a trust established under the laws of Abu Dhabi Global Market by deed of settlement dated 28 March 2019 between the Abu Dhabi Investment Authority and Platinum Hawk C 2019 RSC Limited;
- (8) **JERA POWER RN B.V.**, a company organized under the laws of the Netherlands having its registered office at De entree 250, 1101EE Amsterdam; and
- (9) **RMG SPONSOR II, LLC**, a Delaware limited liability company and having its registered office at 57 Ocean, Suite 403, 5775 Collins Avenue, Miami Beach, Florida 33140;

the Company and the Investors are hereinafter referred to individually as a "**Party**" and, collectively, as the "**Parties**".

**WHEREAS**, the Parties are parties to the Shareholders Agreement dated August 23, 2021 (the “**Shareholders Agreement**”); and

**WHEREAS**, as of the date of this Deed, GSW’s Effective Economic Interest in the Company is limited to the holding of one Class A Share.

**IT IS AGREED** by and between the Parties as follows:

1. **INTERPRETATION**

Capitalised terms used and not defined in this Deed shall have the meaning given to them in the Shareholders Agreement.

2. **AMENDMENT TO THE SHAREHOLDERS AGREEMENT**

With effect from the date of this Deed, GSW, together with its Affiliates, shall be deemed to cease to hold any Effective Economic Interest for the purpose of Section 5.1 of the Shareholders Agreement notwithstanding its holding of one Class A Share.

3. **GENERAL**

3.1 To the extent that there is any inconsistency between any provision of the Shareholders Agreement and any provision of this Deed, the provisions of this Deed shall prevail.

3.2 Sections 5.4 (*Further Assurances*), 5.6 (*Third Parties*), 5.7 (*Governing Law; Jurisdiction*), 5.13 (*Counterparts*) and 5.17 (*Agent for Service of Process*) of the Shareholders Agreement shall apply with respect to this Deed, *mutatis mutandis*, as if set out in full in this Deed (except that references to “this Agreement” shall be read and construed as references to this Deed).

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**In Witness of Which** this Deed has been executed and delivered as a deed on the day and year first written above.

**EXECUTED** as a **DEED** by )  
**RENEW ENERGY GLOBAL PLC** )  
acting by \_\_\_\_\_, a \_\_\_\_\_ )  
in the presence of: )

\_\_\_\_\_  
**Authorised Signatory**

\_\_\_\_\_  
**(Signature of Witness)**

Witness name: \_\_\_\_\_

Witness address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Witness occupation: \_\_\_\_\_

\_\_\_\_\_

**EXECUTED** as a **DEED** by  
**COGNISA INVESTMENT**  
acting by \_\_\_\_\_, a \_\_\_\_\_  
in the presence of:

)  
)  
)  
)

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**Authorised Signatory**

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**(Signature of Witness)**

Witness name: \_\_\_\_\_

Witness address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Witness occupation: \_\_\_\_\_

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**EXECUTED** as a **DEED** by  
**MR. SUMANT SINHA**

)  
)  
)  
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in the presence of:

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**(Signature of Witness)**

Witness name:

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Witness address:

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Witness occupation:

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**EXECUTED** as a **DEED** by  
**WISEMORE ADVISORY PRIVATE**  
**LIMITED**  
acting by \_\_\_\_\_, a \_\_\_\_\_  
in the presence of:

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)

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**Authorised Signatory**

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**(Signature of Witness)**

Witness name: \_\_\_\_\_

Witness address: \_\_\_\_\_

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\_\_\_\_\_

Witness occupation: \_\_\_\_\_

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**EXECUTED** as a **DEED** by  
**GS WYVERN HOLDINGS LIMITED**  
acting by \_\_\_\_\_,  
a \_\_\_\_\_  
in the presence of:

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)  
)

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**Authorised Signatory**

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**(Signature of Witness)**

Witness name: \_\_\_\_\_

Witness address: \_\_\_\_\_

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\_\_\_\_\_

Witness occupation: \_\_\_\_\_

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**EXECUTED** as a **DEED** by )  
**CANADA PENSION PLAN INVESTMENT** )  
**BOARD** )  
acting by \_\_\_\_\_, a \_\_\_\_\_ )  
in the presence of: )

\_\_\_\_\_  
**Authorised Signatory**

\_\_\_\_\_  
**(Signature of Witness)**

Witness name: \_\_\_\_\_

Witness address: \_\_\_\_\_

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\_\_\_\_\_

Witness occupation: \_\_\_\_\_

\_\_\_\_\_

EXECUTED as a DEED by )  
PLATINUM HAWK C 2019 RSC )  
LIMITED in its capacity as trustee of )  
Platinum Cactus A 2019 Trust )  
acting by \_\_\_\_\_, a \_\_\_\_\_ )  
in the presence of: )

\_\_\_\_\_  
**Authorised Signatory**

\_\_\_\_\_  
**(Signature of Witness)**

Witness name: \_\_\_\_\_

Witness address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Witness occupation: \_\_\_\_\_

\_\_\_\_\_

**EXECUTED** as a **DEED** by  
**JERA POWER RN B.V.**  
acting by \_\_\_\_\_, a [·]  
in the presence of:

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)

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**Authorised Signatory**

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**(Signature of Witness)**

Witness name:

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Witness address:

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Witness occupation:

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**EXECUTED** as a **DEED** by  
**RMG SPONSOR II, LLC**  
acting by \_\_\_\_\_, a \_\_\_\_\_  
in the presence of:

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)

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**Authorised Signatory**

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**(Signature of Witness)**

Witness name: \_\_\_\_\_

Witness address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Witness occupation: \_\_\_\_\_

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This Agreement is executed by each of the parties on the date first stated above

**SIGNATORIES**

SIGNED by Teddy Lo Seen Chong,  
duly authorised for and on behalf of  
**GS WYVERN HOLDINGS LIMITED**

/s/ Teddy Lo Seen Chong  
(sign here)

Director  
(title of authorised signatory)

*[Signature Page to Agreement for the Sale and Purchase of C Depositary Receipts]*

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SIGNED by Bill Rogers and  
Etienne Middleton,  
duly authorised for and on behalf of  
**CANADA PENSION PLAN INVESTMENT BOARD**

/s/ Bill Rogers  
(sign here)

Authorized Signatory  
(title of authorised signatory)

/s/ Etienne Middleton  
(sign here)

Authorized Signatory  
(title of authorised signatory)

*[Signature Page to Agreement for the Sale and Purchase of C Depository Receipts]*

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