
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

(Amendment No. 3)*

ReNew Energy Global plc

(Name of Issuer)

Class A Ordinary Shares, Nominal Value of \$0.0001 Per Share

(Title of Class of Securities)

G7500M104

(CUSIP Number)

Turner Herbert
Abu Dhabi Investment Authority, 211 Corniche, PO Box 3600
Abu Dhabi, CO, 00000
971 2 4150000

Michael Levitt, Sebastian Fain
Freshfields US LLP, 3 World Trade Center, 175 Greenwich St.
New York, NY, 10007
212 277 4000

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

07/02/2025

(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.

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 ("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).

SCHEDULE 13D

CUSIP No. G7500M104

1 Name of reporting person
 Abu Dhabi Investment Authority
 Check the appropriate box if a member of a Group (See Instructions)

2 (a)
 (b)

3 SEC use only
 Source of funds (See Instructions)

4 OO
 Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

5
 Citizenship or place of organization

6 UNITED ARAB EMIRATES

7 Sole Voting Power
 0.00

Number of Shares Beneficially Owned by Each Reporting Person With: 8 Shared Voting Power
 58,170,916.00

9 Sole Dispositive Power
 0.00

10 Shared Dispositive Power
 58,170,916.00

11 Aggregate amount beneficially owned by each reporting person
 58,170,916.00

12 Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

13 Percent of class represented by amount in Row (11)
 23.8 %

14 Type of Reporting Person (See Instructions)
 OO

Comment for Type of Reporting Person: Item 13 is calculated based on a total of 244,266,823 Class A Ordinary Shares of ReNew Energy Global plc, a public limited company registered in England and Wales with registered number 13220321 (the "Issuer"), which the Reporting Persons understand were outstanding as of March 31, 2024, as reported by the Issuer in its Annual Report on Form 20-F filed with the U.S. Securities and Exchange Commission (the "SEC") on July 30, 2024. With respect to Item 14, Abu Dhabi Investment Authority ("ADIA") is a public institution established in 1976 by the Government of the Emirate of Abu Dhabi (the "Government") as an independent investment institution. ADIA is wholly owned and subject to constitutional supervision by the Government. ADIA has an independent legal identity with full capacity to act in fulfilling its statutory mandate and objectives.

SCHEDULE 13D

CUSIP No. G7500M104

1 Name of reporting person
 Platinum Cactus A 2019 Trust

2 Check the appropriate box if a member of a Group (See Instructions)

(a)
 (b)

3 SEC use only

4 Source of funds (See Instructions)

OO

5 Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

6 Citizenship or place of organization

UNITED ARAB EMIRATES

7 Sole Voting Power

0.00

Number of Shares Beneficially Owned by Each Reporting Person With:

8 Shared Voting Power

58,170,916.00

9 Sole Dispositive Power

0.00

10 Shared Dispositive Power

58,170,916.00

11 Aggregate amount beneficially owned by each reporting person

58,170,916.00

12 Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

13 Percent of class represented by amount in Row (11)

23.8 %

14 Type of Reporting Person (See Instructions)

OO

Comment for Type of Reporting Person: Item 13 is calculated based on a total of 244,266,823 Class A Ordinary Shares of the Issuer, which the Reporting Persons understand were outstanding as of March 31, 2024, as reported by the Issuer in its Annual Report on Form 20-F filed with the SEC on July 30, 2024. With respect to Item 14, Platinum Cactus A 2019 Trust is a trust established under the laws of the Abu Dhabi Global Market by deed of settlement, dated March 28, 2019 between Abu Dhabi Investment Authority and Platinum Hawk C 2019 RSC Limited ("Platinum Hawk"). Platinum Hawk is the trustee of Platinum Cactus A 2019 Trust. Platinum Hawk is an indirect wholly owned subsidiary of ADIA. The Class A Ordinary Shares are directly held by the Platinum Cactus A 2019 Trust. Pursuant to the rules and regulations of the Securities and Exchange Commission, both ADIA (pursuant to its right to vote or dispose of the shares) and Platinum Hawk (pursuant to its right to dispose of the shares) should be considered to be the beneficial owner of the Class A Ordinary Shares.

SCHEDULE 13D

CUSIP No. G7500M104

1 Name of reporting person

Platinum Hawk C 2019 RSC Limited

Check the appropriate box if a member of a Group (See Instructions)

2 (a)
 (b)

3 SEC use only
Source of funds (See Instructions)

4
OO

5 Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

6 Citizenship or place of organization

UNITED ARAB EMIRATES

7 Sole Voting Power

Number of Shares Beneficially Owned by Each Reporting Person With:

8 0.00 Shared Voting Power

9 0.00 Sole Dispositive Power

10 0.00 Shared Dispositive Power

11 58,170,916.00

Aggregate amount beneficially owned by each reporting person

12 58,170,916.00

Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

13

Percent of class represented by amount in Row (11)

14 23.8 %

Type of Reporting Person (See Instructions)

CO

Comment for Type of Reporting Person: Item 13 is based on a total of 244,266,823 Class A Ordinary Shares of the Issuer which the Reporting Persons understand were outstanding as of March 31, 2024, as reported by the Issuer in its Annual Report on Form 20-F filed with the SEC on July 30, 2024. With respect to Item 14, Platinum Hawk is the trustee of Platinum Cactus A 2019 Trust, which is a trust established under the laws of the Abu Dhabi Global Market by deed of settlement, dated March 28, 2019 between Abu Dhabi Investment Authority and Platinum Hawk. Platinum Hawk is an indirect wholly owned subsidiary of ADIA. Platinum Hawk does not have any voting power with respect to the Class A Ordinary Shares owned by the Platinum Cactus A 2019 Trust, but has the power to make, retain, divest, transfer, sell, convert, vary or transpose of such shares. Pursuant to the rules and regulations of the Securities and Exchange Commission, both ADIA (pursuant to its right to vote or dispose of the shares) and Platinum Hawk (pursuant to its right to dispose of the shares) should be considered to be the beneficial owner of the Class A Ordinary Shares.

SCHEDULE 13D

Item 1. Security and Issuer

Title of Class of Securities:

(a) Class A Ordinary Shares, Nominal Value of \$0.0001 Per Share

Name of Issuer:

(b) ReNew Energy Global plc

Address of Issuer's Principal Executive Offices:

(c) C/O Vistra (UK) Ltd, Suite 3, 7th Floor, 50, Broadway, London, UNITED KINGDOM , SW1H 0DB.

Item 1 Comment: This Amendment No. 3 (this "Amendment") amends and supplements the Schedule 13D filed by the Reporting Persons on September 2, 2021, as amended and supplemented on August 22, 2023 and December 10, 2024 (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 is being filed by the Reporting Persons in relation to the Class A Ordinary Shares, par value \$0.0001 (the "Shares"), of the Issuer. The principal executive office of the Issuer is located at C/O Vistra (UK) Ltd, Suite 3, 7th Floor, 50, Broadway, London, England, SW1H 0DB.

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: Revised Non-Binding Proposal On July 2, 2025, the Consortium jointly submitted a revised non-binding proposal (the "Revised Proposal") to the special committee of the Board increasing the price per Share that the Consortium is proposing to pay to acquire all of the Shares (on a fully diluted basis) of the Issuer not presently owned by the Consortium Members in the Proposed Transaction to \$8.00 per Share. The Revised Proposal is non-binding, and no agreement, arrangement or understanding between the Consortium or any Consortium Members, on the one hand, and the Issuer, on the other hand, relating to the Revised Proposal, the Proposed Transaction or any other transaction will be created until such time as definitive agreements for the Proposed Transaction have been executed and delivered. References to, and descriptions of, the Revised Proposal in this Schedule 13D are qualified in their entirety by the terms of the Revised Proposal, a copy of which is attached hereto as Exhibit 99.7 and is incorporated in its entirety into this Item 4.

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

The information set forth in or incorporated by reference in Item 4 of this Schedule 13D is incorporated by reference in its entirety into this Item 6. This Amendment amends and supplements Item 6 of the Original Schedule 13D by adding the following: Amendment No. 1 to Consortium Bid Conduct Agreement On July 3, 2025, the Consortium entered into an Amendment No. 1 to the Consortium Bid Conduct Agreement, pursuant to which, among other things, the outside date for the restrictions set forth in Section 2.6 of the Consortium Bid Conduct Agreement has been extended to September 30, 2025. References to, and descriptions of, the Amendment No. 1 to Consortium Bid Conduct Agreement in this Schedule 13D are qualified in their entirety by the terms of the Amendment No. 1 to Consortium Bid Conduct Agreement, a copy of which is attached hereto as Exhibit 99.8 and is incorporated in its entirety into this Item 6.

Item 7. Material to be Filed as Exhibits.

This Amendment amends and restates Item 7 of the Original Schedule 13D in its entirety as follows: 99.1 Joint Filing Agreement, dated September 2, 2021, among the Abu Dhabi Investment Authority, The Platinum Cactus A 2019 Trust and Platinum Hawk C 2019 RSC Limited (incorporated by reference to the Joint Filing Agreement filed as Exhibit 99.1 to the Original Schedule 13D filed by the Reporting Persons with respect to the Issuer on September 2, 2021) 99.2 Registration Rights, Coordination and Put Option Agreement (incorporated by reference to the Registration Rights Agreement filed as Exhibit 4.4 to the Shell Company Report on Form 20-F filed by ReNew Energy Global plc on August 27, 2021) 99.3 Shareholders Agreement (incorporated by reference to the Shareholders Agreement filed as Exhibit 4.3 to the Shell Company Report on Form 20-F filed by ReNew Energy Global plc on August 27, 2021) 99.4 Amendment to ReNew Global Shareholders Agreement dated July 17, 2023 (executed on July 24, 2023) (incorporated by reference to the Amendment to ReNew Global's Shareholders Agreement filed as Exhibit 4.17 to the Annual Report on Form 20-F filed by ReNew Energy Global plc on July 31, 2023) 99.5 Proposal, dated December 10, 2024, from Canada Pension Plan Investment Board, Platinum Hawk C 2019 RSC Limited, Abu Dhabi Future Energy Company PJSC-Masdar and Sumant Sinha (incorporated by reference to the Proposal filed as Exhibit 99.5 to the Amendment No.2 to the Schedule 13D filed by the Reporting Persons with respect to the Issuer on December 10, 2024) 99.6 Consortium Bid Conduct Agreement, dated December 10, 2024, by and among Canada Pension Plan Investment Board, Platinum Hawk C 2019 RSC Limited, Abu Dhabi Future Energy Company PJSC-Masdar and Sumant Sinha (incorporated by reference to the Consortium Bid Conduct Agreement filed as Exhibit 99.6 to the Amendment No.2 to the Schedule 13D filed by the Reporting Persons with respect to the Issuer on December 10, 2024) 99.7 Revised Proposal, dated July 2, 2025, from Canada Pension Plan Investment Board, Platinum Hawk C 2019 RSC Limited, Abu Dhabi Future Energy Company PJSC-Masdar and Sumant Sinha* 99.8 Amendment No. 1 to Consortium Bid Conduct Agreement, dated July 3, 2025, by and among Canada Pension Plan Investment Board, Platinum Hawk C 2019 RSC Limited, Abu Dhabi Future Energy Company PJSC-Masdar and Sumant Sinha* *Filed herewith

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.

Abu Dhabi Investment Authority

Signature: /s/ Khadem AlRemeithi

Name/Title: Khadem AlRemeithi / Executive Director

Date: 07/03/2025

Signature: /s/ Sultan Aldhaheri

Name/Title: Sultan Aldhaheri / Deputy Director

Date: 07/03/2025

Platinum Cactus A 2019 Trust

Signature: /s/ Suhail Al Dhaheri

Name/Title: Suhail Al Dhaheri / Authorized Signatory

Date: 07/03/2025

Signature: /s/ Mamoun Jamai

Name/Title: Mamoun Jamai / Authorized Signatory

Date: 07/03/2025

Platinum Hawk C 2019 RSC Limited

Signature: /s/ Suhail Al Dhaheri

Name/Title: Suhail Al Dhaheri / Authorized Signatory

Date: 07/03/2025

Signature: /s/ Mamoun Jamai

Name/Title: Mamoun Jamai / Authorized Signatory

Date: 07/03/2025

**Comments
accompanying
signature:**

Suhail Al Dhaheri is signing on behalf of Platinum Hawk C 2019 RSC Limited as Trustee to the Platinum Cactus A 2019 Trust. Mamoun Jamai is signing on behalf of Platinum Hawk C 2019 RSC Limited as Trustee to the Platinum Cactus A 2019 Trust.

July 2, 2025

VIA E-MAIL

ReNew Energy Global plc
Special Committee of the Board of Directors
C/O Vistra (UK) Ltd
Suite 3, 7th Floor, 50, Broadway,
London, England, SW1H 0DB

Attention: Mr. Manoj Singh, Lead Independent Director

Dear Manoj:

The consortium is pleased to confirm its continued interest in the transaction and would like to thank you, the rest of the special committee and the management of the company, for your time and continued engagement. The consortium would like to take this opportunity to outline where it stands in its evaluation of the transaction, including with regards to value. Subject to alignment on the points outlined below, the consortium sees a clear path to a mutually agreeable transaction on an expedient timeline.

Revised Proposal

With your support, the consortium has undertaken comprehensive due diligence (including, but not limited to, technical, commercial, financial, tax, legal and other due diligence), underscoring its significant investment of resources in this transaction. Our due diligence investigation has allowed us to assess the performance of the company and its outlook and refine our view on valuation. On that basis, the consortium is prepared to increase its offer price to US\$8.00 per share, payable in cash, for the entire issued and to be issued share capital of the company not already owned by the members of the consortium.

Our revised proposal would provide the company's shareholders with a 26% premium to the closing share price of \$6.34 per share on December 10, 2024 and a 39% premium to the 30-day volume-weighted average price of \$5.76 per share (as of December 10, 2024).

The consortium believes that its revised proposal, which would provide shareholders with immediate liquidity and value certainty not available in public markets, would be in the best interest of the company and its shareholders, and the consortium trusts that it bears evidence of its willingness to take the transaction forward. The revised proposal is based on the information that you have made available to us and reflects the findings of our due diligence. The revised proposal is a **final** non-binding offer.

Definitive Documentation

We have already circulated a draft transaction agreement to the Linklaters team. We look forward to engaging with the special committee on it, in order to finalize it as soon as possible.

Due Diligence

The consortium's remaining due diligence is purely confirmatory in nature and key pending areas have been outlined to the special committee. The consortium's financial advisors will also reach out separately to highlight the specific remaining confirmatory items.

Shareholder Support

The consortium expects the special committee, its advisors and the company to engage with top shareholders to ensure their support of the transaction. In addition, the consortium expects the special committee, its advisors and the company to deliver hard irrevocable commitments from certain major shareholders and from directors (other than the founder and the nominee directors of the consortium members) prior to the announcement of any binding transaction.

Pre-Signing Approvals

Once transaction documents are in near final form, the consortium will seek internal approvals to be able to sign and expects that these approvals can be obtained within three weeks of the transaction documents being finalised.

Signing

As a result, subject to (i) mutually satisfactory agreement on the transaction documents, and (ii) final approvals (which would require three weeks), the consortium would like to work expeditiously towards the announcement of a binding transaction.

In summary, the consortium would like to thank you again for your engagement on this transaction and looks forward to continuing to work together expeditiously towards the announcement of a binding transaction. The consortium can see a clear path forward and believes that, with your support, a successful outcome could be within reach.

As is customary, this proposal is not to be construed as a binding, definitive or irrevocable proposal, agreement or contract. The proposal is non-binding until such time as the potential parties to the transaction enter into legally binding definitive transaction documents in respect of the transaction.

Sincerely,

Canada Pension Plan Investment Board

/s/ Kavita Saha

Name: Kavita Saha

Title: Authorised Signatory

Platinum Hawk C 2019 RSC Limited as trustee for the Platinum Cactus A 2019 Trust

/s/ Suhail Al Dhaheri

Name: Suhail Al Dhaheri

Title: Authorized Signatory

/s/ Mamoun Jamai

Name: Mamoun Jamai

Authorized Signatory

Abu Dhabi Future Energy Company PJSC-Masdar

/s/ Mohamed Jameel Al Ramahi

Name: Mohamed Jameel Al Ramahi

Title: Chief Executive Officer

Founder

/s/ Sumant Sinha

Name: Sumant Sinha

Title: Founder

AMENDMENT NO. 1 TO CONSORTIUM BID CONDUCT AGREEMENT

THIS AMENDMENT NO. 1 TO BCA (this *Amendment*), dated as of July 3, 2025, by and among:

- (1) **CANADA PENSION PLAN INVESTMENT BOARD**, whose address is One Queen Street East, Suite 2500, Toronto, ON, M5C 2W5, Canada (*CPPIB*);
- (2) **ABU DHABI FUTURE ENERGY COMPANY PJSC - MASDAR**, a public joint stock company duly registered and established under the laws of Abu Dhabi, whose address is P.O. Box 54115, Abu Dhabi, United Arab Emirates (*Masdar*);
- (3) **PLATINUM HAWK C 2019 RSC LIMITED**, as trustee for the Platinum Cactus A 2019 Trust, whose address is Level 26, Al Khatem Tower, Abu Dhabi Global Market Square, Al Maryah Island, Abu Dhabi, PO BOX 25642, United Arab Emirates (*Platinum*); and
- (4) **MR. SUMANT SINHA**, whose address is 1017 B, Aralias, DLF Golf Course Road, Gurgaon -122009 (*Founder*).

INTRODUCTION

- (A) CPPIB, Masdar, Platinum and Founder have entered into that certain Consortium Bid Conduct Agreement, dated as of December 10, 2024 (the *BCA*). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the *BCA*.
- (B) CPPIB, Masdar, Platinum and Founder may be referred to herein individually as a *Party* and collectively as *Parties*.
- (C) Pursuant to and in accordance with Clause 11.5 of the *BCA*, Parties desire to amend the *BCA* on the terms and subject to the conditions set forth herein.

AMENDMENT TO THE BCA

As of the date hereof, Parties hereto agree as follows.

1. Clause 2.6 of the *BCA* is hereby amended and restated in its entirety as follows:

Until the earlier of (a) the expiration or earlier termination of this Agreement and (b) September 30, 2025, (i) CPPIB shall cause the CPPIB Real Assets Department not to, (ii) Masdar shall not and shall cause its controlled Affiliates not to, (iii) Platinum shall not and shall cause its Affiliates not to and (iv) Founder shall not, in each case of clauses (i) through (iv), engage or participate in any discussions or negotiations regarding, or execute or enter into any agreement or understanding (whether written or oral, binding or non-binding) relating to, the acquisition of any equity interests, assets, properties or rights (whether by way of license, merger, consolidation, share exchange, investment or other business combination, asset, stock or equity purchase or otherwise) of any other renewable energy company or platform in India (each, a "*Competitor*"), or enter into or agree to enter into any joint venture or other similar strategic arrangement with a *Competitor*, in each case other than any such transaction with or investment in a *Competitor* that exists between a *Party* and such *Competitor* as of the date of this Agreement; provided that nothing in this Clause 2.6 shall (a) restrict any *Party* or any of its Affiliates from exercising pre-emptive rights in the capital of, or participating in rights issuances by, or exercising contractual rights (including call/put options or default rights) in respect of, any *Competitor* in which it has an investment as of the date of this Agreement, provided that such transaction does not result in such *Party* or its Affiliate holding more than 35% of the outstanding equity interests of such *Competitor*, (b) prevent any *Party* or any of its Affiliates from making a minority investment for up to 20% of the outstanding equity interests of a *Competitor*, or (c) restrict investments or acquisitions made by any operating or portfolio company, investment funds or vehicles, third-party fund managers, connected fund managers or principal traders (in the ordinary course of such persons' investment or advisory business) of any of the *Parties*.

2. Variation. The amendment of the BCA pursuant to this Amendment shall constitute a variation of the BCA in accordance with Clause 11.5 of the BCA.
3. Continuation. Except for the amendment expressly set forth above, the BCA remains in full force and effect without any amendment or modification by this Amendment. This Amendment does not constitute a waiver by the Parties of any breach of the BCA.
4. Miscellaneous. Clauses 1, 7.1(c), 11.3, 11.4, 11.8, 11.9 and 12 of the BCA shall apply, *mutatis mutandis*, to this Amendment.
5. Arbitration. Any dispute arising out of or connected with this Amendment, including a dispute as to the existence, validity or termination of this Amendment or this Clause 5 or any non-contractual obligation arising out of or in connection with this Amendment, shall be resolved by arbitration in London, United Kingdom conducted in English by a single arbitrator pursuant to the rules of the London Court of International Arbitration.
6. Governing Law and Jurisdiction. This Amendment (which is not expressed to be governed by another law) and any non-contractual obligations arising out of or in connection with this Amendment shall be governed by the law of England and Wales. Each Party irrevocably submits to the exclusive jurisdiction of the courts of England to support and assist the arbitration process pursuant to Clause 5 including, if necessary, the grant of interlocutory relief pending the outcome of that process.

[Signature Page Follows]

This Amendment has been entered into on the date first stated above.

SIGNED by **BILL ROGERS** and
MICHAEL DOUGLAS
for and on behalf of
CANADA PENSION PLAN
INVESTMENT BOARD

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)
)

Signature: /s/ Bill Rogers

Name: Bill Rogers, Authorized Signatory

Signature: /s/ Michael Douglas

Name: Michael Douglas, Authorized Signatory

This Amendment has been entered into on the date first stated above.

SIGNED by **MOHAMED JAMEEL AL RAMAHI**)
for and on behalf of)
ABU DHABI FUTURE ENERGY)
COMPANY PJSC-MASDAR)

Signature: /s/ Mohamed Jameel Al Ramahi

Name: Mohamed Jameel Al Ramahi

This Amendment has been entered into on the date first stated above.

SIGNED by **SUHAIL AL DHAHERI** and
MAMOUN JAMAI
for and on behalf of
PLATINUM HAWK C 2019
RSC LIMITED

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Signature: /s/ Suhail Al Dhaheri

Name: Suhail Al Dhaheri

Signature: /s/ Mamoun Jamai

Name: Mamoun Jamai

This Amendment has been entered into on the date first stated above.

SIGNED by SUMANT SINHA

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Signature: /s/ Sumant Sinha

Name: Sumant Sinha
