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

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**SCHEDULE 13D/A**

Under the Securities Exchange Act of 1934

(Amendment No. 2)\*

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**ReNew Energy Global plc**

(Name of Issuer)

ReNew Global Class A Shares, Nominal Value \$0.0001 Per Share  
(Title of Class of Securities)

G7500M 104  
(CUSIP Number)

David S. Thomas, Esq.  
Goldman Sachs & Co. LLC  
200 West Street  
New York, NY 10282  
(212) 902-1000

*With a copy to:*

Nallini Puri and Sarah Lewis  
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London  
EC2Y 5AU  
+44 20 7614 2200

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

February 11, 2022  
(Date of Event Which Requires Filing of This Statement)

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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.

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\* 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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1.	Names of Reporting Persons	
	The Goldman Sachs Group, Inc.	
2.	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds AF	
5.	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With:	7.	Sole Voting Power 0
	8.	Shared Voting Power 34,133,476
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 34,133,476
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 34,133,476	
12.	Check if the Aggregate Amount In Row (11) Excludes Certain Shares <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row 11 12.1% <sup>1</sup>	
14.	Type Of Reporting Person HC-CO	

(1) Based on 282,430,194 Class A Shares (“Class A Shares”) of ReNew Energy Global plc (the “Issuer”) outstanding as of December 26, 2021, as reported by the Issuer in its Form 6-K filed with the Securities and Exchange Commission (the “SEC”) on December 30, 2021.

1.	Names of Reporting Persons Goldman Sachs & Co. LLC	
2.	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds AF	
5.	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization New York	
	Number of Shares Beneficially Owned by Each Reporting Person With:	7. Sole Voting Power 0
		8. Shared Voting Power 34,133,476
		9. Sole Dispositive Power 0
		10. Shared Dispositive Power 34,133,476
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 34,133,476	
12.	Check if the Aggregate Amount In Row (11) Excludes Certain Shares <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row 11 12.1% <sup>1</sup>	
14.	Type Of Reporting Person BD-PN-IA	

(1) Based on 282,430,194 Class A Shares outstanding as of December 26, 2021, as reported by the Issuer in its Form 6-K filed with the SEC on December 30, 2021.

1.	Names of Reporting Persons  GS Wyvern Holdings Limited	
2.	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds AF	
5.	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)  <input type="checkbox"/>	
6.	Citizenship or Place of Organization  Mauritius	
Number of Shares Beneficially Owned by Each Reporting Person With:	7.	Sole Voting Power  0
	8.	Shared Voting Power  34,133,476
	9.	Sole Dispositive Power  0
	10.	Shared Dispositive Power  34,133,476
11.	Aggregate Amount Beneficially Owned by Each Reporting Person  34,133,476	
12.	Check if the Aggregate Amount In Row (11) Excludes Certain Shares  <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row 11  12.1% <sup>1</sup>	
14.	Type Of Reporting Person  OO	

(1) Based on 282,430,194 Class A Shares outstanding as of December 26, 2021, as reported by the Issuer in its Form 6-K filed with the SEC on December 30, 2021.

1.	Names of Reporting Persons GS Capital Partners VI Fund, L.P.	
2.	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds WC	
5.	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With:	7.	Sole Voting Power 0
	8.	Shared Voting Power 12,267,571
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 12,267,571
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 12,267,571	
12.	Check if the Aggregate Amount In Row (11) Excludes Certain Shares <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row 11 4.3% <sup>1</sup>	
14.	Type Of Reporting Person PN	

(1) Based on 282,430,194 Class A Shares outstanding as of December 26, 2021, as reported by the Issuer in its Form 6-K filed with the SEC on December 30, 2021.

1.	Names of Reporting Persons GSCP VI Advisors, L.L.C.	
2.	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds AF	
5.	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With:	7.	Sole Voting Power 0
	8.	Shared Voting Power 12,267,571
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 12,267,571
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 12,267,571	
12.	Check if the Aggregate Amount In Row (11) Excludes Certain Shares <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row 11 4.3% <sup>1</sup>	
14.	Type Of Reporting Person OO	

(1) Based on 282,430,194 Class A Shares outstanding as of December 26, 2021, as reported by the Issuer in its Form 6-K filed with the SEC on December 30, 2021.

1.	Names of Reporting Persons GS Capital Partners VI Offshore Fund, L.P.	
2.	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds WC	
5.	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Cayman Islands	
Number of Shares Beneficially Owned by Each Reporting Person With:	7.	Sole Voting Power 0
	8.	Shared Voting Power 10,202,496
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 10,202,496
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 10,202,496	
12.	Check if the Aggregate Amount In Row (11) Excludes Certain Shares <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row 11 3.6% <sup>1</sup>	
14.	Type Of Reporting Person PN	

(1) Based on 282,430,194 Class A Shares outstanding as of December 26, 2021, as reported by the Issuer in its Form 6-K filed with the SEC on December 30, 2021.

1.	Names of Reporting Persons GSCP VI Offshore Advisors, L.L.C.	
2.	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds AF	
5.	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With:	7.	Sole Voting Power 0
	8.	Shared Voting Power 10,202,496
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 10,202,496
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 10,202,496	
12.	Check if the Aggregate Amount In Row (11) Excludes Certain Shares <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row 11 3.6% <sup>1</sup>	
14.	Type Of Reporting Person OO	

(1) Based on 282,430,194 Class A Shares outstanding as of December 26, 2021, as reported by the Issuer in its Form 6-K filed with the SEC on December 30, 2021.

1.	Names of Reporting Persons GS Capital Partners VI Parallel, L.P.	
2.	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds WC	
5.	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With:	7.	Sole Voting Power 0
	8.	Shared Voting Power 3,372,387
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 3,372,387
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 3,372,387	
12.	Check if the Aggregate Amount In Row (11) Excludes Certain Shares <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row 11 1.2% <sup>1</sup>	
14.	Type Of Reporting Person PN	

(1) Based on 282,430,194 Class A Shares outstanding as of December 26, 2021, as reported by the Issuer in its Form 6-K filed with the SEC on December 30, 2021.

1.	Names of Reporting Persons GS Advisors VI, L.L.C.	
2.	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds AF	
5.	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With:	7.	Sole Voting Power 0
	8.	Shared Voting Power 3,372,387
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 3,372,387
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 3,372,387	
12.	Check if the Aggregate Amount In Row (11) Excludes Certain Shares <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row 11 1.2% <sup>1</sup>	
14.	Type Of Reporting Person OO	

(1) Based on 282,430,194 Class A Shares outstanding as of December 26, 2021, as reported by the Issuer in its Form 6-K filed with the SEC on December 30, 2021.

1.	Names of Reporting Persons GS Capital Partners VI GmbH & Co. KG	
2.	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds WC	
5.	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Germany	
Number of Shares Beneficially Owned by Each Reporting Person With:	7.	Sole Voting Power 0
	8.	Shared Voting Power 436,908
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 436,908
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 436,908	
12.	Check if the Aggregate Amount In Row (11) Excludes Certain Shares <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row 11 0.2% <sup>1</sup>	
14.	Type Of Reporting Person PN	

(1) Based on 282,430,194 Class A Shares outstanding as of December 26, 2021, as reported by the Issuer in its Form 6-K filed with the SEC on December 30, 2021.

1.	Names of Reporting Persons Goldman, Sachs Management GP GMBH	
2.	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds AF	
5.	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Germany	
Number of Shares Beneficially Owned by Each Reporting Person With:	7.	Sole Voting Power 0
	8.	Shared Voting Power 436,908
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 436,908
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 436,908	
12.	Check if the Aggregate Amount In Row (11) Excludes Certain Shares <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row 11 0.2% <sup>1</sup>	
14.	Type Of Reporting Person OO	

(1) Based on 282,430,194 Class A Shares outstanding as of December 26, 2021, as reported by the Issuer in its Form 6-K filed with the SEC on December 30, 2021.

1.	Names of Reporting Persons MBD 2011 Holdings, L.P.	
2.	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds WC	
5.	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Cayman Islands	
Number of Shares Beneficially Owned by Each Reporting Person With:	7.	Sole Voting Power 0
	8.	Shared Voting Power 211,628
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 211,628
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 211,628	
12.	Check if the Aggregate Amount In Row (11) Excludes Certain Shares <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row 11 0.1% <sup>1</sup>	
14.	Type Of Reporting Person PN	

(1) Based on 282,430,194 Class A Shares outstanding as of December 26, 2021, as reported by the Issuer in its Form 6-K filed with the SEC on December 30, 2021.

1.	Names of Reporting Persons MBD 2011 Offshore Advisors, Inc.	
2.	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds AF	
5.	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Cayman Islands	
Number of Shares Beneficially Owned by Each Reporting Person With:	7.	Sole Voting Power 0
	8.	Shared Voting Power 354,989
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 354,989
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 354,989	
12.	Check if the Aggregate Amount In Row (11) Excludes Certain Shares <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row 11 0.1% <sup>1</sup>	
14.	Type Of Reporting Person CO	

(1) Based on 282,430,194 Class A Shares outstanding as of December 26, 2021, as reported by the Issuer in its Form 6-K filed with the SEC on December 30, 2021.

1.	Names of Reporting Persons Bridge Street 2011, L.P.	
2.	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds WC	
5.	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With:	7.	Sole Voting Power 0
	8.	Shared Voting Power 324,268
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 324,268
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 324,268	
12.	Check if the Aggregate Amount In Row (11) Excludes Certain Shares <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row 11 0.1% <sup>1</sup>	
14.	Type Of Reporting Person PN	

(1) Based on 282,430,194 Class A Shares outstanding as of December 26, 2021, as reported by the Issuer in its Form 6-K filed with the SEC on December 30, 2021.

1.	Names of Reporting Persons Bridge Street Opportunity Advisors, L.L.C.	
2.	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds AF	
5.	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With:	7.	Sole Voting Power 0
	8.	Shared Voting Power 324,268
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 324,268
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 324,268	
12.	Check if the Aggregate Amount In Row (11) Excludes Certain Shares <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row 11 0.1% <sup>1</sup>	
14.	Type Of Reporting Person OO	

(1) Based on 282,430,194 Class A Shares outstanding as of December 26, 2021, as reported by the Issuer in its Form 6-K filed with the SEC on December 30, 2021.

1.	Names of Reporting Persons Bridge Street 2011 Offshore, L.P.	
2.	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds WC	
5.	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Cayman Islands	
Number of Shares Beneficially Owned by Each Reporting Person With:	7.	Sole Voting Power 0
	8.	Shared Voting Power 143,361
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 143,361
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 143,361	
12.	Check if the Aggregate Amount In Row (11) Excludes Certain Shares <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row 11 0.1% <sup>1</sup>	
14.	Type Of Reporting Person PN	

(1) Based on 282,430,194 Class A Shares outstanding as of December 26, 2021, as reported by the Issuer in its Form 6-K filed with the SEC on December 30, 2021.

1.	Names of Reporting Persons West Street Energy Partners, L.P.	
2.	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds WC	
5.	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With:	7.	Sole Voting Power 0
	8.	Shared Voting Power 3,713,722
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 3,713,722
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 3,713,722	
12.	Check if the Aggregate Amount In Row (11) Excludes Certain Shares <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row 11 1.3% <sup>1</sup>	
14.	Type Of Reporting Person PN	

(1) Based on 282,430,194 Class A Shares outstanding as of December 26, 2021, as reported by the Issuer in its Form 6-K filed with the SEC on December 30, 2021.

1.	Names of Reporting Persons Broad Street Energy Advisors, L.L.C.	
2.	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds AF	
5.	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With:	7.	Sole Voting Power 0
	8.	Shared Voting Power 7,038,323
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 7,038,323
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 7,038,323	
12.	Check if the Aggregate Amount In Row (11) Excludes Certain Shares <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row 11 2.5% <sup>1</sup>	
14.	Type Of Reporting Person OO	

(1) Based on 282,430,194 Class A Shares outstanding as of December 26, 2021, as reported by the Issuer in its Form 6-K filed with the SEC on December 30, 2021.

1.	Names of Reporting Persons West Street Energy Partners Offshore Holding-B, L.P.	
2.	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds WC	
5.	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Cayman Islands	
Number of Shares Beneficially Owned by Each Reporting Person With:	7.	Sole Voting Power 0
	8.	Shared Voting Power 849,924
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 849,924
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 849,924	
12.	Check if the Aggregate Amount In Row (11) Excludes Certain Shares <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row 11 0.3% <sup>1</sup>	
14.	Type Of Reporting Person PN	

(1) Based on 282,430,194 Class A Shares outstanding as of December 26, 2021, as reported by the Issuer in its Form 6-K filed with the SEC on December 30, 2021.

1.	Names of Reporting Persons West Street Energy Partners Offshore, L.P.	
2.	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds WC	
5.	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Cayman Islands	
Number of Shares Beneficially Owned by Each Reporting Person With:	7.	Sole Voting Power 0
	8.	Shared Voting Power 2,474,677
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 2,474,677
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 2,474,677	
12.	Check if the Aggregate Amount In Row (11) Excludes Certain Shares <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row 11 0.9% <sup>1</sup>	
14.	Type Of Reporting Person PN	

(1) Based on 282,430,194 Class A Shares outstanding as of December 26, 2021, as reported by the Issuer in its Form 6-K filed with the SEC on December 30, 2021.

1.	Names of Reporting Persons MBD 2013, L.P.	
2.	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds WC	
5.	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With:	7.	Sole Voting Power 0
	8.	Shared Voting Power 102,400
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 102,400
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 102,400	
12.	Check if the Aggregate Amount In Row (11) Excludes Certain Shares <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row 11 0.0% <sup>1</sup>	
14.	Type Of Reporting Person PN	

(1) Based on 282,430,194 Class A Shares outstanding as of December 26, 2021, as reported by the Issuer in its Form 6-K filed with the SEC on December 30, 2021.

1.	Names of Reporting Persons MBD Advisors, L.L.C.	
2.	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds AF	
5.	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With:	7.	Sole Voting Power 0
	8.	Shared Voting Power 139,947
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 139,947
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 139,947	
12.	Check if the Aggregate Amount In Row (11) Excludes Certain Shares <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row 11 0.0% <sup>1</sup>	
14.	Type Of Reporting Person OO	

(1) Based on 282,430,194 Class A Shares outstanding as of December 26, 2021, as reported by the Issuer in its Form 6-K filed with the SEC on December 30, 2021.

1.	Names of Reporting Persons MBD 2013 Offshore, L.P.	
2.	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds WC	
5.	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Cayman Islands	
Number of Shares Beneficially Owned by Each Reporting Person With:	7.	Sole Voting Power 0
	8.	Shared Voting Power 37,547
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 37,547
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 37,547	
12.	Check if the Aggregate Amount In Row (11) Excludes Certain Shares <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row 11 0.0% <sup>1</sup>	
14.	Type Of Reporting Person PN	

(1) Based on 282,430,194 Class A Shares outstanding as of December 26, 2021, as reported by the Issuer in its Form 6-K filed with the SEC on December 30, 2021.

This Amendment No. 2 (the “Amendment”) amends and supplements the Schedule 13D originally filed by the Reporting Persons on September 2, 2021 and amended on December 10, 2021 (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.

## **Item 2. Identity and Background**

The response set forth in Item 2 of the Original Schedule 13D is hereby amended by deleting Schedules I, II-A, II-B and III in their entirety and replacing them with Schedules I, II-A, II-B and III attached.

## **Item 4. Purpose of Transaction**

This Amendment amends and restates Item 4 of the Original Schedule 13D in its entirety as set forth below:

On August 23, 2021 (the “Closing Date”), the Business Combination Agreement (the “Business Combination Agreement”) entered into on February 24, 2021 and amended on May 17, 2021 between RMG II, Philip Kassin solely in the capacity as the representative for the shareholders of RMG II (the “RMG II Representative”), the Issuer, ReNew Power Global Merger Sub (“Merger Sub”), ReNew Power Private Limited (“Renew India”) and certain shareholders of ReNew India (including GSW) (the “Major Shareholders”) was consummated.

Pursuant to the Business Combination Agreement, on the business day immediately prior to the Closing Date, Merger Sub, a subsidiary of the Issuer, merged with and into RMG Acquisition Corporation II (“RMG II”), a special purpose acquisition company (the “Merger”). As consideration, shareholders of RMG II received Class A Shares in exchange for their existing shares in RMG II and warrants for shares of RMG II became exercisable for Class A Shares of the Issuer. Subsequent to consummation of the Merger, on the Closing Date, GSW and the other Major Shareholders exchanged Ordinary Shares (“ReNew India Ordinary Shares”) of ReNew India for shares of the Issuer and/or cash. GSW exchanged 184,709,600 Renew India Ordinary Shares for 34,133,476 Class A Shares, 106,074,525 Class C Shares and \$112.0 million.

Also pursuant to the Business Combination Agreement, all of the Series A compulsorily and fully convertible preference shares of Renew India, including those held by GSW, were converted into ReNew India Ordinary Shares on August 18, 2021. Subsequent to closing occurring under the Business Combination Agreement on the Closing Date (“Closing”), on August 26, 2021, GSW exchanged all of its 14,825,749 ReNew India Ordinary Shares for 12,289,241 Class C Shares.

### *Registration Rights, Coordination and Put Option Agreement*

At the Closing, the Issuer, certain shareholders of the Issuer (including GSW) (the “Significant Shareholders”), certain founding investors of Renew India (the “Founder Investors”) and ReNew India entered into the Registration Rights, Coordination and Put Option Agreement, pursuant to which, among other things, (i) the Significant Shareholders and the Founder Investors are entitled to certain registration rights in respect of the resale of Class A Shares and Class C Shares received in connection with the above described transactions (the “Significant Shareholder Registrable Securities”), (ii) the Significant Shareholders (other than GEF SACEF India (“SACEF”) and RMG Sponsor II, LLC (“RMG Sponsor”) (for so long as it is not an affiliate of the Issuer)) agreed to certain obligations to coordinate transfers and sales of Significant Shareholder Registrable Securities, (iii) the Founder Investors are entitled to require the Issuer to purchase certain ReNew India Ordinary Shares held by the Founder Investors and the Issuer will agree to register the Founder Investors’ Registrable Securities, subject to certain terms conditions and (iv) the Significant Shareholders (other than SACEF) and the Founder Investors agreed to certain post-Closing transfer restrictions in respect of shares of the Issuer held by them.

### *Registration Rights*

Under the Registration Rights, Coordination and Put Option Agreement, the Issuer is required to file a registration statement on Form F-1 within thirty (30) days of the Closing for the resale of all of the securities that the parties to such agreement have agreed shall be registrable (“Registrable Securities”), pursuant to Rule 415 under the Securities Act, and use its commercially reasonable efforts to have such registration statement declared effective as soon as practicable and to maintain such effectiveness until such time that there are no longer any Registrable Securities.

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Sales by GSW pursuant to an underwritten offering conducted pursuant to the Registration Rights, Coordination and Put Option Agreement will, where the managing underwriter(s) appointed by the Issuer in respect of such offering advise that marketing factors require a cut-back in the number of Registrable Securities requested to be sold under the offering, have priority over proposed sales by other parties to that agreement under the following circumstances:

(i) if GSW is the Significant Shareholder initially requesting such offering, in respect of an amount of Registrable Securities equal to the greater of

(A) such number of Registrable Securities, when taken together with the amount of all Registrable Securities sold by GSW in all prior offerings requested by GSW, equal to 5% of the then issued and outstanding shares of the Issuer and

(B) such number of Registrable Securities as may be necessary to enable GSW to reduce (x) the GSW Total Equity Interest (as defined below) to 33% and/or (y) the GSW Voting Interest to 4.9% (as defined below); or

(ii) if GSW is not the Significant Shareholder initially requesting such offering, in respect of an amount of Registrable Securities as may be necessary to enable GSW to reduce

(A) the GSW Total Equity Interest to 33% and/or

(B) the GSW Voting Interest to 4.9%;

(each, a “GS Priority Offering”).

If GSW exercises its GSW Priority Offering right, in each subsequent offering that is not a GSW Priority Offering, each of the Significant Shareholders other than GSW will be entitled to have their Registrable Securities sold (pro rata to the number of Registrable Securities requested to be sold by each such Significant Shareholder in aggregate in each GSW Priority Offering) in priority to any Registrable Securities requested to be sold by GSW in such offering, until each such Significant Shareholder (other than GSW) has sold such number of Registrable Securities it had requested to sell and would have been entitled to sell in prior GSW Priority Offerings but for the exercise of the GSW Priority Offering right.

“GSW Total Equity Interest” means, with respect to GSW at a particular time of determination, the percentage equal to (a) the sum of (i) the number of ReNew India Ordinary Shares held by GSW at such time multiplied by 0.8289 (as proportionally adjusted for any share dividends, share combinations or consolidations, share splits, bonus issues or merger, consolidation or other reorganization or recapitalization effected with respect to the Issuer’s shares or the ReNew India Ordinary Shares after the Closing), plus (ii) the number of Class A Shares and Class C Shares held by GSW at such time, divided by (b) the sum of (i) the number calculated pursuant to (a) above, plus (ii) the number of issued and outstanding Class A Shares as of such time that are held by persons other than GSW or any of its affiliates, plus (iii) the number of issued and outstanding Class C Shares as of such time, if any, that are held by persons other than GSW or any of its affiliates.

“GSW Voting Interest” means, with respect to GSW at a particular time of determination, the percentage equal to (a) the number of Class A Shares held by GSW or any of its affiliates as of such time, divided by (b) the aggregate number of Class A Shares, Class B Shares of the Issuer (the “Class B Shares”) and Class D Shares of the Issuer (the “Class D Shares”) issued and outstanding as of such time.

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## Coordination

Each Significant Shareholder (other than SACEF and, for so long as it is not an affiliate of the Issuer, RMG Sponsor) (each, a “Coordinating Significant Shareholder”) has agreed to use its best efforts to coordinate all sales and/or transfers of shares of the Issuer pursuant to (A) registered underwritten offerings of Registrable Securities, except for underwritten block trades conducted during the two (2) year period following Closing, and (B) any registered non-underwritten offering and sales pursuant to Rule 144 under the Securities Act (or any similar provision) until the earlier of (x) the date falling two (2) years after the Closing or (y) in respect of any particular Significant Shareholder, the date on which it holds an Effective Economic Interest (as defined below) less than or equal to 25% of the Effective Economic Interest it held immediately following the Closing. The agreement described in the preceding sentence does not apply to transactions:

(i) pursuant to an exception to such Significant Shareholder’s post-Closing lock-up; and

(ii) by GSW, to the extent a transfer of shares by the Issuer is (i) necessary to enable GSW to reduce (x) the GSW Total Equity Interest to 33% and/or (y) the GSW Voting Interest to 4.9%.

No later than ten (10) days prior to the commencement of each calendar quarter following the date that is 180 days following the Closing, each Coordinating Significant Shareholder shall provide the other Coordinating Significant Shareholders with a written notice of its intention to sell any shares of the Issuer during such calendar quarter (provided that the first notice shall be provided no later than ten (10) days after the date that is 180 days following the Closing and shall apply for that calendar quarter). Such notice shall facilitate all Coordinating Significant Shareholders electing to transfer shares of the Issuer to coordinate the timing and process for such transfers in an orderly manner. Each Coordinating Significant Shareholder receiving such notice shall be entitled to effect a transfer of such number of its shares of the Issuer during the relevant calendar quarter on a pro rata basis to the aggregate number of shares of the Issuer proposed to be transferred by the other Coordinating Significant Shareholders during that calendar quarter. Furthermore, any transfer of shares of the Issuer by a Coordinating Significant Shareholder or any issuance of shares by the Issuer which would result in change of control of the Issuer will not be consummated unless the Issuer has purchased in full all ReNew India Ordinary Shares that the Founder Investors have elected to sell to the Issuer in connection with such change of control pursuant to the Founder Investors’ put rights contained in the Registration Rights, Coordination and Put Option Agreement.

“Effective Economic Interest” means with respect to any Significant Shareholder or Founder Investor (each, an “Investor” and, collectively, the “Investors”) at a particular time of determination, the percentage equal to (a) the number of such Investor’s Equivalent Economic Beneficial Shares (as defined below) as of such time, divided by (b) the number of Equivalent Outstanding Beneficial Shares (as defined below) as of such time.

“Equivalent Economic Beneficial Shares” means with respect to an Investor as of a particular time of determination, an amount (rounded down to the nearest whole number) equal to (a) (i) the number of ReNew India Ordinary Shares, if any, held as of such time by such Investor and its affiliates, multiplied by (ii) 0.8289 (as proportionally adjusted for any share dividends, share combinations or consolidations, share splits, bonus issues or merger, consolidation or other reorganization or recapitalization effected with respect to the Issuer’s shares or the ReNew India Ordinary Shares after the Closing), plus (b) the number of Class A Shares, if any, held by such Investor and its affiliates as of such time, plus (c) the number of Class C Shares, if any, held by such Investor and its affiliates as of such time.

“Equivalent Outstanding Beneficial Shares” shall mean, as of a particular time of determination, an amount equal to (a) the aggregate of each Investor’s Equivalent Economic Beneficial Shares as of such time, plus (b) the number of issued and outstanding Class A Shares as of such time that are held by persons other than an Investor or any of its affiliates, plus (c) the number of issued and outstanding Class C Shares as of such time, if any, that are held by persons other than an Investor or any of its affiliates.

## Lock-up

GSW has agreed, subject to certain exceptions, not to transfer any shares of the Issuer during the period commencing on the Closing Date and ending on the date that is 180 days following the Closing Date, except that, during such lock-up period, GSW will be permitted to sell shares of the Issuer held by it equal to the greater of (i) 5% of the total issued and outstanding shares of the Issuer as of immediately following the Closing; and (ii) such number of shares as may be necessary to enable GSW to reduce (A) the GSW Total Equity Interest to 33% and/or (B) the GSW Voting Interest to 4.9%; provided that any third party transferee of such shares from GSW shall also have agreed to be subject to the lock-up restrictions under the Registration Rights, Coordination and Put Option Agreement for the remainder of the lock-up period.

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## *Shareholders Agreement*

At the Closing, the Issuer entered into the Shareholders Agreement with certain shareholders (including GSW) (the “Shareholders Agreement Investors”), pursuant to which, among other things, the Shareholders Agreement Investors agreed on the composition of the board of directors of the Issuer (the “Renew Global Board”) and certain committees, including an audit committee, a remuneration committee, a nomination committee and a finance and operations committee. Certain of the Shareholders Agreement Investors, including GSW, have the right to appoint or reappoint certain directors to the ReNew Global Board. Pursuant to the Shareholders Agreement, GSW has the right to appoint one director to the Renew Global Board until the later of (i) the second anniversary of the Closing Date and (ii) so long as GSW, together with its affiliates, holds Class A Shares and Class C Shares that, together with any ReNew India Ordinary Shares held by GSW, represent an Effective Economic Interest (as defined in the Shareholders Agreement) of at least 10% (disregarding dilution resulting from certain share issuances by the Issuer). GSW has designated Mr. Michael Bruun to serve on the Renew Global Board.

The Issuer and the Shareholders Agreement Investors agreed to take all necessary actions to give effect to the director appointment rights of the applicable Shareholders Agreement Investors (including, with respect to the Shareholders Agreement Investors, voting their shares in the Issuer in favor of the appointment, reappointment or removal, as applicable, of such Shareholders Agreement Investors’ respective appointed directors).

## *Voting Agreement*

At the Closing, pursuant to provisions in the articles of association of ReNew India, each of GSW, Canada Pension Plan Investment Board (“CPP Investments”) and the Founder Investors have undertaken that for so long as: (i) it holds equity shares of ReNew India (“Obligor Shares”), and (ii) to the extent that it was issued any Class B Shares or Class D Shares and remains entitled to vote on any such Class B Shares or Class D Shares, it shall (a) provide exclusive proxies on the Obligor Shares held by it to the authorized representative(s) of the Issuer, and do all other acts that may be required by the Issuer to ensure that the Issuer or its nominee exercises all voting rights on the Obligor Shares at all general meetings of the shareholders of ReNew India; and (b) in the event that the provisions of (a) above cannot be or have not been given effect to for any reason, if requested by the Issuer, vote on all Obligor Shares in the general meetings of the shareholders of ReNew India solely in compliance with the instructions of the Issuer, provided that the Issuer shall (i) exercise its right to vote on such equity shares in the same manner as it has voted on its own equity shares in ReNew India; (ii) for so long as GSW holds equity shares in ReNew India, vote on its own equity shares in ReNew India or exercise its right to vote on the equity shares on behalf of GSW, only with the prior written consent of GSW, in any matter to the extent such matter would result in (A) the amendment, variation or deletion of any provision in the articles of association of ReNew India relating to tax which would materially adversely affect GSW; or (B) any increase in GSW’s proportionate holding of equity shares that would materially adversely affect GSW; and (iii) for so long as any of GSW, CPP Investments or the Founder Investors hold equity shares in ReNew India, vote on its own equity shares in ReNew India or exercise its right to vote on the equity shares on behalf of such shareholder, only with the prior written consent of such shareholder, in any matter to the extent such matter would result in (A) an action being undertaken by ReNew India, or (B) an amendment to the rights attaching to the equity shares in ReNew India, in each case that would materially adversely and disproportionately affect the rights of such shareholder in ReNew India as compared to the securities of the other shareholders or materially adversely and disproportionately affect the effective economic interest of the shareholders in the Issuer, as compared to the economic interest of the other shareholders in the Issuer.

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### *The Class C Shares*

Each Class C Share shall automatically be re-designated as one Class A Share in the hands of a transferee (other than where such transferee is an affiliate, within the meaning of BHCA, of the transferor) upon the transfer of such Class C Share (including a transfer of depositary receipts or Identified Rights (as defined in the articles of association of the Issuer (the “A&R Articles”)) in respect of such Class C Shares) to such transferee, if such transfer is made:

(i) pursuant to a widespread public distribution, within the meaning of the BHCA;

(ii) to the Issuer;

(iii) in transfers in which no transferee (or group of associated transferees, within the meaning of the BHCA, of the transferring holder) receives equal to or more than 2% of the issued and outstanding Class A Shares (including depositary receipts or Identified Rights in respect of such Class A Shares) or a class of voting shares of the Issuer (including depositary receipts or Identified Rights (as defined in the A&R Articles) in respect of such voting shares) representing 2% or more of the voting power attached to such class of voting shares; or

(iv) to a transferee that controls more than 50% of the issued and outstanding Class A Shares (including depositary receipts or Identified Rights (as defined in the A&R Articles) in respect of such Class A Shares) and more than 50% of the issued and outstanding shares (including depositary receipts or Identified Rights (as defined in the A&R Articles) in respect of such shares) of each other class of voting shares of the Issuer (without including any Class C Shares or depositary receipts or Identified Rights (as defined in the A&R Articles) in respect of such Class C Shares transferred to such transferee).

### *Sale and Purchase Agreement*

Pursuant to a sale and purchase agreement dated February 11, 2022 by and between Canada Pension Plan Investment Board (“CPPIB”) and GSW (the “First Sale and Purchase Agreement”), GSW has agreed to sell, and CPPIB has agreed to purchase, 18,000,000 Class A Depositary Receipts (as defined in the First Sale and Purchase Agreement) representing 18,000,000 Class A Shares and 3,400,000 Class C Depositary Receipts (as defined in the First Sale and Purchase Agreement) representing 3,400,000 Class C Shares in a privately negotiated transaction (the “First Sale and Purchase”) at a purchase price of \$6.50 per Class A Depositary Receipt and \$6.50 per Class C Depositary Receipt. The First Sale and Purchase Agreement contains customary warranties and is conditioned upon confirmation by Computershare Trust Company, N.A., as the depositary, that it has received the documents and information from GSW necessary to amend the registers of holders of Class A Depositary Receipts and Class C Depositary Receipts to reflect the transfers contemplated thereunder.

GSW has received a conditional offer from CPPIB in relation to the potential sale and purchase of a further 9,100,000 Class C Depositary Receipts representing 9,100,000 Class C Shares in a privately negotiated transaction at a purchase price of \$6.50 per Class C Depositary Receipt. CPPIB’s offer is conditional upon receipt of evidence demonstrating that GSW has obtained the written waiver and agreement of each party to the Registration Rights, Coordination and Put Option Agreement, irrevocably consenting to the Transfer (as defined in the Registration Rights, Coordination and Put Option Agreement) of the Class C Depositary Receipts to CPPIB and irrevocably waiving any provision of the Registration Rights, Coordination and Put Option Agreement that would limit or restrict GSW’s ability to execute, deliver and perform any definitive agreement entered into with respect to the Transfer.

The GS Reporting Persons reserve the right, at any time and from time to time, to formulate plans and/or make proposals or take actions with respect to their investment in the Issuer, or review or reconsider their position and/or change their plans or proposals, and/or acquire additional shares of the Issuer or dispose of shares of the Issuer beneficially owned by them, in the public market or privately negotiated transactions or otherwise.

In addition, the GS Reporting Persons may from time to time engage in discussions with management, the board of directors and/or other shareholders of the Issuer and other relevant parties or take other actions concerning any extraordinary corporate transaction (including but not limited to a merger, reorganization or liquidation) or the business, operations, assets, strategy, future plans, prospects, corporate structure, board composition, management, capitalization, dividend policy, articles of incorporation, regulations, corporate documents, agreements, delisting or deregistration of the Issuer.

References to and descriptions of the Business Combination Agreement, Registration Rights, Coordination and Put Option Agreement, Shareholders Agreement and the First Sale and Purchase Agreement set forth above do not purport to be complete and are qualified in their entirety by reference to the full text of the such agreements, which have been filed as Exhibits hereto and are incorporated by reference herein.

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## Item 5. Interest in Securities of the Issuer

This Amendment amends and restates the first paragraph of Item 5 of the Original Schedule 13D in its entirety as set forth below:

Following the completion of the First Sale and Purchase described in Item 4 above, each of the GS Reporting Persons will have the following beneficial ownership of Class A Shares of the Issuer (percentages are based on 282,430,194 Class A Shares outstanding as of December 26, 2021, as reported by the Issuer in its Form 6-K filed with the SEC on December 30, 2021):

- (i) The Goldman Sachs Group will have shared dispositive and voting power over 16,133,476 shares, representing 5.7% of the outstanding shares.
  - (ii) Goldman Sachs, by virtue of its status as manager for GSCP Advisors VI, GSCP VI Offshore Advisors, GS Advisors VI, Goldman Sachs Management GP, Bridge Street Opportunity Advisors, MBD 2011 Offshore Advisors, Broad Street Energy Advisors and MBD Advisors and the investment manager for each of the GSW Investors, will have shared dispositive and voting power over 16,133,476 shares, representing 5.7% of the outstanding shares.
  - (iii) GSW will have shared dispositive and voting power over 16,133,476 Class A Shares, representing 5.7% of the outstanding shares.
  - (iv) GS Capital Partners VI, by virtue of its status as a GSW Investor, will have shared dispositive and voting power over 5,798,371 shares, representing 2.1% of the outstanding shares.
  - (v) GSCP VI Advisors, by virtue of its status as the general partner of GS Capital Partners VI, will have shared dispositive and voting power over 5,798,371 shares, representing 2.1% of the outstanding shares.
  - (vi) GS Capital Partners VI Offshore Fund, by virtue of its status as a GSW Investor, will have shared dispositive and voting power over 4,822,296 shares, representing 1.7% of the outstanding shares.
  - (vii) GSCP VI Offshore Advisors, by virtue of its status as the general partner of GS Capital Partners VI Offshore Fund, will have shared dispositive and voting power over 4,822,296 shares, representing 1.7% of the outstanding shares.
  - (viii) GS Capital Partners VI Parallel, by virtue of its status as a GSW Investor, will have shared dispositive and voting power over 1,593,987 shares, representing 0.6% of the outstanding shares.
  - (ix) GS Advisors VI, by virtue of its status as the general partner of GS Capital Partners VI Parallel, will have shared dispositive and voting power over 1,593,987 shares, representing 0.6% of the outstanding shares.
  - (x) GS Capital Partners VI GmbH, by virtue of its status as a GSW Investor, will have shared dispositive and voting power over 206,508 shares, representing 0.1% of the outstanding shares.
  - (xi) Goldman Sachs Management GP, by virtue of its status as the general partner of GS Capital Partners VI GmbH, will have shared dispositive and voting power over 206,508 shares, representing 0.1% of the outstanding shares.
  - (xii) MBD 2011 Holdings, by virtue of its status as a GSW Investor, will have shared dispositive and voting power over 100,028 shares, representing 0.0% of the outstanding shares.
  - (xiii) Bridge Street 2011 Offshore, by virtue of its status as a GSW Investor, will have shared dispositive and voting power over 67,761 shares, representing 0.0% of the outstanding shares.
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- (xiv) MBD 2011 Offshore Advisors, by virtue of its status as the general partner of MBD 2011 Holdings and Bridge Street 2011 Offshore, will have shared dispositive and voting power over 167,789 shares, representing 0.1% of the outstanding shares.
- (xv) Bridge Street 2011, by virtue of its status as a GSW Investor, will have shared dispositive and voting power over 153,268 shares, representing 0.1% of the outstanding shares.
- (xvi) Bridge Street Opportunity Advisors, by virtue of its status as the general partner of Bridge Street 2011, will have shared dispositive and voting power over 153,268 shares, representing 0.1% of the outstanding shares.
- (xvii) West Street Energy Partners, by virtue of its status as a GSW Investor, will have shared dispositive and voting power over 1,755,322 shares, representing 0.6% of the outstanding shares.
- (xviii) West Street Energy Partners Offshore Holding-B, by virtue of its status as a GSW Investor, will have shared dispositive and voting power over 401,724 shares, representing 0.1% of the outstanding shares.
- (xix) West Street Energy Partners Offshore, by virtue of its status as a GSW Investor, will have shared dispositive and voting power over 1,169,677 shares, representing 0.4% of the outstanding shares.
- (xx) Broad Street Energy Advisors, by virtue of its status as the general partner of West Street Energy Partners, West Street Energy Partners Offshore Holding-B and West Street Energy Partners Offshore, will have shared dispositive and voting power over 3,326,723 shares, representing 1.2% of the outstanding shares.
- (xxi) MBD 2013, by virtue of its status as a GSW Investor, will have shared dispositive and voting power over 48,400 shares, representing 0.0% of the outstanding shares.
- (xxii) MBD 2013 Offshore, by virtue of its status as a GSW Investor, will have shared dispositive and voting power over 17,747 shares, representing 0.0% of the outstanding shares.
- (xxiii) MBD Advisors, by virtue of its status as the general partner of MBD 2013 and MBD 2013 Offshore, will have shared dispositive and voting power over 66,147 shares, representing 0.0% of the outstanding shares.

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

<b>Exhibit Number</b>	<b>Description of Exhibits</b>
<a href="#">99.1</a>	Business Combination Agreement, dated as of February 24, 2021, as it may be amended from time to time, by and among the Issuer, RMG II, the RMG II Representative, Merger Sub, ReNew India and the Major Shareholders (incorporated herein by reference to Exhibit 99.1 to the Original Schedule 13D).
<a href="#">99.2</a>	Shareholders Agreement, dated as August 23, 2021, by and among the Issuer and each Shareholders Agreement Investor (incorporated herein by reference to Exhibit 99.2 to the Original Schedule 13D).
<a href="#">99.3</a>	Registration Rights, Coordination and Put Option Agreement, dated as of August 23, 2021, by and among the Issuer, the Significant Shareholders, the Founder Investors and ReNew India (incorporated herein by reference to Exhibit 99.3 to the Original Schedule 13D).
<a href="#">99.4</a>	Joint Filing Agreement as required by Rule 13d-1(k)(1) under the Exchange Act, dated as of September 2, 2021, by and among the GS Reporting Persons (incorporated herein by reference to Exhibit 99.4 to the Original Schedule 13D).

- [99.5](#) Power of Attorney, relating to The Goldman Sachs Group, Inc. (incorporated herein by reference to Exhibit 99.5 to the Original Schedule 13D).
- [99.6](#) Power of Attorney, relating to Goldman, Sachs & Co. LLC (incorporated herein by reference to Exhibit 99.6 to the Original Schedule 13D).
- [99.7](#) Power of Attorney, relating to GS Wyvern Holdings Limited (incorporated herein by reference to Exhibit 99.7 to the Original Schedule 13D).
- [99.8](#) Power of Attorney, relating to GS Capital Partners VI Fund, L.P. (incorporated herein by reference to Exhibit 99.8 to the Original Schedule 13D).
- [99.9](#) Power of Attorney, relating to GSCP VI Advisors, L.L.C. (incorporated herein by reference to Exhibit 99.9 to the Original Schedule 13D).
- [99.10](#) Power of Attorney, relating to GS Capital Partners VI Offshore Fund, L.P. (incorporated herein by reference to Exhibit 99.10 to the Original Schedule 13D).
- [99.11](#) Power of Attorney, relating to GSCP VI Offshore Advisors, L.L.C. (incorporated herein by reference to Exhibit 99.11 to the Original Schedule 13D).
- [99.12](#) Power of Attorney, relating to GS Capital Partners VI Parallel, L.P. (incorporated herein by reference to Exhibit 99.12 to the Original Schedule 13D).
- [99.13](#) Power of Attorney, relating to GS Advisors VI, L.L.C. (incorporated herein by reference to Exhibit 99.13 to the Original Schedule 13D).
- [99.14](#) Power of Attorney, relating to GS Capital Partners VI GmbH & Co. KG (incorporated herein by reference to Exhibit 99.14 to the Original Schedule 13D).
- [99.15](#) Power of Attorney, relating to Goldman, Sachs Management GP GmbH (incorporated herein by reference to Exhibit 99.15 to the Original Schedule 13D).
- [99.16](#) Power of Attorney, relating to MBD 2011 Holdings, L.P. (incorporated herein by reference to Exhibit 99.16 to the Original Schedule 13D).
- [99.17](#) Power of Attorney, relating to Bridge Street 2011, L.P. (incorporated herein by reference to Exhibit 99.17 to the Original Schedule 13D).
- [99.18](#) Power of Attorney, relating to Bridge Street Opportunity Advisors, L.L.C. (incorporated herein by reference to Exhibit 99.18 to the Original Schedule 13D).
- [99.19](#) Power of Attorney, relating to Bridge Street 2011 Offshore, L.P. (incorporated herein by reference to Exhibit 99.19 to the Original Schedule 13D).
- [99.20](#) Power of Attorney, relating to MBD 2011 Offshore Advisors, Inc. (incorporated herein by reference to Exhibit 99.20 to the Original Schedule 13D).
- [99.21](#) Power of Attorney, relating to West Street Energy Partners, L.P. (incorporated herein by reference to Exhibit 99.21 to the Original Schedule 13D).
- [99.22](#) Power of Attorney, relating to West Street Energy Partners Offshore Holding-B, L.P. (incorporated herein by reference to Exhibit 99.22 to the Original Schedule 13D).
- [99.23](#) Power of Attorney, relating to West Street Energy Partners Offshore, L.P. (incorporated herein by reference to Exhibit 99.23 to the Original Schedule 13D).
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- [99.24](#) Power of Attorney, relating to Broad Street Energy Advisors, L.L.C. (incorporated herein by reference to Exhibit 99.24 to the Original Schedule 13D).
- [99.25](#) Power of Attorney, relating to MBD 2013, L.P. (incorporated herein by reference to Exhibit 99.25 to the Original Schedule 13D).
- [99.26](#) Power of Attorney, relating to MBD 2013 Offshore, L.P. (incorporated herein by reference to Exhibit 99.26 to the Original Schedule 13D).
- [99.27](#) Power of Attorney, relating to MBD Advisors, L.L.C. (incorporated herein by reference to Exhibit 99.27 to the Original Schedule 13D).
- [99.28](#) Sale and Purchase Agreement dated as of February 11, 2022, by and between CPPIB and GSW (filed herewith).
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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.

Dated: February 14, 2022

**THE GOLDMAN SACHS GROUP, INC.**

By: /s/ Crystal Orgill

\_\_\_\_\_  
Name: Crystal Orgill

Title: Attorney-in-fact

**GOLDMAN, SACHS & CO. L.L.C.**

By: /s/ Crystal Orgill

\_\_\_\_\_  
Name: Crystal Orgill

Title: Attorney-in-fact

**GS WYVERN HOLDINGS LIMITED**

By: /s/ Crystal Orgill

\_\_\_\_\_  
Name: Crystal Orgill

Title: Attorney-in-fact

**GS CAPITAL PARTNERS VI FUND, L.P.**

By: /s/ Crystal Orgill

\_\_\_\_\_  
Name: Crystal Orgill

Title: Attorney-in-fact

**GSCP VI ADVISORS, L.L.C.**

By: /s/ Crystal Orgill

\_\_\_\_\_  
Name: Crystal Orgill

Title: Attorney-in-fact

**GS CAPITAL PARTNERS VI OFFSHORE FUND, L.P.**

By: /s/ Crystal Orgill

\_\_\_\_\_  
Name: Crystal Orgill

Title: Attorney-in-fact

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**GSCP VI OFFSHORE ADVISORS, L.L.C.**

By: /s/ Crystal Orgill  
Name: Crystal Orgill  
Title: Attorney-in-fact

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**GS CAPITAL PARTNERS VI PARALLEL, L.P.**

By: /s/ Crystal Orgill  
Name: Crystal Orgill  
Title: Attorney-in-fact

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**GS ADVISORS VI, L.L.C.**

By: /s/ Crystal Orgill  
Name: Crystal Orgill  
Title: Attorney-in-fact

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**GS CAPITAL PARTNERS VI GMBH & CO. KG**

By: /s/ Crystal Orgill  
Name: Crystal Orgill  
Title: Attorney-in-fact

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**GOLDMAN, SACHS MANAGEMENT GP GMBH**

By: /s/ Crystal Orgill  
Name: Crystal Orgill  
Title: Attorney-in-fact

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**MBD 2011 HOLDINGS, L.P.**

By: /s/ Crystal Orgill  
Name: Crystal Orgill  
Title: Attorney-in-fact

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**BRIDGE STREET 2011 OFFSHORE, L.P.**

By: /s/ Crystal Orgill  
Name: Crystal Orgill  
Title: Attorney-in-fact

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**MBD 2011 OFFSHORE ADVISORS, INC.**

By: /s/ Crystal Orgill  
Name: Crystal Orgill  
Title: Attorney-in-fact

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**BRIDGE STREET 2011, L.P.**

By: /s/ Crystal Orgill  
Name: Crystal Orgill  
Title: Attorney-in-fact

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**BRIDGE STREET OPPORTUNITY ADVISORS, L.L.C.**

By: /s/ Crystal Orgill  
Name: Crystal Orgill  
Title: Attorney-in-fact

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**WEST STREET ENERGY PARTNERS, L.P.**

By: /s/ Crystal Orgill  
Name: Crystal Orgill  
Title: Attorney-in-fact

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**WEST STREET ENERGY PARTNERS OFFSHORE HOLDING-B, L.P.**

By: /s/ Crystal Orgill  
Name: Crystal Orgill  
Title: Attorney-in-fact

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**WEST STREET ENERGY PARTNERS OFFSHORE, L.P.**

By: /s/ Crystal Orgill  
Name: Crystal Orgill  
Title: Attorney-in-fact

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**BROAD STREET ENERGY ADVISORS, L.L.C.**

By: /s/ Crystal Orgill  
Name: Crystal Orgill  
Title: Attorney-in-fact

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**MBD 2013, L.P.**

By: /s/ Crystal Orgill  
Name: Crystal Orgill  
Title: Attorney-in-fact

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**MBD 2013 OFFSHORE, L.P.**

By: /s/ Crystal Orgill  
Name: Crystal Orgill  
Title: Attorney-in-fact

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**MBD ADVISORS, L.L.C.**

By: /s/ Crystal Orgill  
Name: Crystal Orgill  
Title: Attorney-in-fact

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## SCHEDULE I

The name of each director of The Goldman Sachs Group, Inc. is set forth below.

The business address of each person listed below is c/o Goldman Sachs & Co. LLC, 200 West Street, New York, New York 10282.

Each person is a citizen of the United States of America except for Lakshmi N. Mittal, who is a citizen of India, and Mark O. Winkelman, who is a citizen of the Netherlands. Philip R. Berlinski is also a citizen of Belgium and the United Kingdom, and Adebayo O. Ogunlesi is also a citizen of Nigeria. The present principal occupation or employment of each of the listed persons is set forth below.

<u>NAME</u>	<u>PRESENT PRINCIPAL OCCUPATION</u>
David M. Solomon	Chairman and Chief Executive Officer of The Goldman Sachs Group, Inc.
Philip R. Berlinski	Global Treasurer of The Goldman Sachs Group, Inc.
M. Michele Burns	Former Chairman and Chief Executive Officer, Mercer LLC; Former Chief Financial Officer of each of: Marsh & McLennan Companies, Inc., Mirant Corp. and Delta Air Lines, Inc.
Denis P. Coleman III	Chief Financial Officer of The Goldman Sachs Group, Inc.
Drew G. Faust	Professor and Former President of Harvard University
Mark A. Flaherty	Former Vice Chairman, Wellington Management Company
Sheara J. Fredman	Chief Accounting Officer of The Goldman Sachs Group, Inc.
Kimberley D. Harris	Executive Vice President of Comcast Corporation; Executive Vice President and General Counsel of NBCUniversal
Ellen J. Kullman	President and Chief Executive Officer of Carbon, Inc.
Brian J. Lee	Chief Risk Officer of The Goldman Sachs Group, Inc.
Lakshmi N. Mittal	Executive Chairman of ArcelorMittal S.A.
Adebayo O. Ogunlesi	Chairman and Managing Partner of Global Infrastructure Partners
Peter Oppenheimer	Former Senior Vice President and Chief Financial Officer of Apple, Inc.
John F.W. Rogers	Executive Vice President of The Goldman Sachs Group, Inc.
Kathryn H. Ruemmler	Executive Vice President, Chief Legal Officer and General Counsel of The Goldman Sachs Group, Inc.
Laurence Stein	Chief Administrative Officer of The Goldman Sachs Group, Inc.
Jan E. Tighe	Former Vice Admiral, United States Navy
Jessica R. Uhl	Chief Financial Officer of Royal Dutch Shell plc
David A. Viniar	Former Chief Financial Officer of The Goldman Sachs Group, Inc.
John E. Waldron	President and Chief Operating Officer of The Goldman Sachs Group, Inc.
Mark O. Winkelman	Private Investor

## SCHEDULE II-A

The name and principal occupation of each member of the Goldman Sachs Asset Management Corporate Investment Committee, which exercises the authority of Goldman Sachs & Co. LLC in managing GS Capital Partners VI, GS Capital Partners VI Offshore Fund, GS Capital Partners VI Parallel, GS Capital Partners VI GrmbH, MBD 2011 Holdings, Bridge Street 2011 Offshore, Bridge Street 2011, West Street Energy Partners, West Street Energy Partners Offshore Holding-B, West Street Energy Partners Offshore, MBD 2013 and MBD 2013 Offshore.

The business address for each member listed below is c/o Goldman Sachs & Co. LLC, 200 West Street, New York, New York 10282, except as follows: The business address of Joe DiSabato is 555 California Street, 45th Floor, San Francisco, CA 94104. The business address of each of Michael Bruun, James Reynolds, Michele Titi-Cappelli and Jose Barreto is Plumtree Court, 25 Shoe Lane, London EC4A 4AU, England. The business address of each of Stephanie Hui and Michael Hui is Cheung Kong Center, 68th Floor, 2 Queens Road, Central, Hong Kong.

All members listed below are United States citizens, except as follows: Stephanie Hui and Julian Salisbury are citizens of the United Kingdom; James Reynolds is a citizen of France; Adrian M. Jones is a citizen of Ireland; Nicole Agnew, Chris Kojima and Gregory Olafson are citizens of Canada; Michele Titi-Cappelli is a citizen of Italy; Michael Hui is a citizen of the People's Republic of China (Hong Kong permanent resident); Jose Barreto is a citizen of Portugal; and Michael Bruun is a citizen of Denmark.

<u>NAME</u>	<u>PRESENT PRINCIPAL OCCUPATION</u>
Richard A. Friedman	Managing Director of Goldman Sachs & Co. LLC
Nicole Agnew	Managing Director of Goldman Sachs & Co. LLC
Michael Bruun	Managing Director of Goldman Sachs International
Thomas G. Connolly	Managing Director of Goldman Sachs & Co. LLC
Christopher A. Crampton	Managing Director of Goldman Sachs & Co. LLC
Joe DiSabato	Managing Director of Goldman Sachs & Co. LLC
Charles H. Gailliot	Managing Director of Goldman Sachs & Co. LLC
Bradley J. Gross	Managing Director of Goldman Sachs & Co. LLC
Stephanie Hui	Managing Director of Goldman Sachs (Asia) L.L.C.
Adrian M. Jones	Managing Director of Goldman Sachs & Co. LLC
Michael E. Koester	Managing Director of Goldman Sachs & Co. LLC
Scott Lebovitz	Managing Director of Goldman Sachs & Co. LLC
Jo Natauri	Managing Director of Goldman Sachs & Co. LLC
James Reynolds	Managing Director of Goldman Sachs International
David Thomas	Managing Director of Goldman Sachs & Co. LLC
Anthony Arnold	Managing Director of Goldman Sachs & Co. LLC
Michele Titi-Cappelli	Managing Director of Goldman Sachs International
Laurie Schmidt	Managing Director of Goldman Sachs & Co. LLC
Milton Millman	Managing Director of Goldman Sachs & Co. LLC
Julian Salisbury	Managing Director of Goldman Sachs & Co. LLC
Chris Kojima	Managing Director of Goldman Sachs & Co. LLC
Harvey Shapiro	Managing Director of Goldman Sachs & Co. LLC
Danielle Natoli	Managing Director of Goldman Sachs & Co. LLC
Carmine Venezia	Managing Director of Goldman Sachs & Co. LLC
Thomas McAndrew	Managing Director of Goldman Sachs & Co. LLC
Kenneth Pontarelli	Managing Director of Goldman Sachs & Co. LLC
Michael Hui	Managing Director of Goldman Sachs (Asia) L.L.C.
Jose Baretto	Managing Director of Goldman Sachs International
Leonard Seevers	Managing Director of Goldman Sachs & Co. LLC
Gregory Olafson	Managing Director of Goldman Sachs & Co. LLC

**SCHEDULE II-B**

The name, position and present principal occupation of each executive officer and director of (i) GSW, (ii) GSCP VI Advisors, the sole general partner of GS Capital Partners VI, (iii) GSCP VI Offshore Advisors, the sole general partner of GS Capital Partners VI Offshore Fund, (iv) GS Advisors VI, the sole general partner of GS Capital Partners VI Parallel, (v) Goldman Sachs Management GP, the sole general partner of GS Capital Partners VI GmbH, (vi) MBD 2011 Offshore Advisors, the sole general partner of MBD 2011 Holdings and Bridge Street 2011 Offshore, (vii) Bridge Street Opportunity Advisors, the sole general partner of Bridge Street 2011, (viii) Broad Street Energy Advisors, the sole general partner of West Street Energy Partners, West Street Energy Partners Offshore Holding-B and West Street Energy Partners Offshore and (ix) MBD Advisors, the sole general partner of MBD 2013 and MBD 2013 Offshore, are set forth below.

The business address for all the executive officers listed below is c/o Goldman Sachs & Co. LLC, 200 West Street, New York, New York 10282, except as follows: The business address of each of Joseph P. DiSabato, Mark Midle, Jason Kreuziger, and David Campbell is 555 California Street, San Francisco, CA 94104. The business address of each of Oksana Beard, David Bell, Justin Betzen, Katherine Bloom, Michael Dalton, Michael Watts, Christopher (Chance) Monroe, Kyle Kendall, James Huckaby, Christopher Nelson, Clayton Wilmer and Daniel Farrar is 2001 Ross Avenue, Suite 2800, Dallas, TX 75201. The business address of Johanna Volpi is 30 Hudson Street, Jersey City, NJ 07302. The business address of each of David Miller, Taylor Mefford and Gregory Watts is 11605 Haynes Bridge Rd. Suite 695, Alpharetta, GA 30009. The business address of Ryan Flanagan is 8105 Irvine Center Dr #560, Irvine, CA 92618. The business address of Michael Bruun is Plumtree Court, 25 Shoe Lane, London EC4A 4AU, England. The business address of each of York Shin Lim Voon Kee, Chan Quet Yew Chan Hon Sen and Teddy Lo Seen Chong is Intercontinental Trust Limited, Level 3, Alexander House, 35 Cybercity, Ebene 72201, Mauritius. The business address of Takuma Higuchi is Roppongi Hills Mori Tower, 6-10-1, Roppongi, Minato-ku, Tokyo 106-6147, Japan.

All executive officers listed below are United States citizens, except as follows: Cedric Lucas is a citizen of France; Adrian M. Jones is a citizen of Ireland; Anthony Arnold is a citizen of the United Kingdom; Harsh Nanda is a citizen of India; David Campbell is a citizen of Australia; Nicole Agnew, Gregory Olafson, Chris Kojima and Sebastien Gagnon are citizens of Canada; Michael Bruun is a citizen of Denmark; York Shin Lim Voon Kee and Chan Quet Yew Chan Hon Sen are citizens of the Republic of Mauritius; Takuma Higuchi is a citizen of Japan; and Teddy Lo Seen Chong is a citizen of the Republic of Mauritius and Canada.

<b><u>NAME</u></b>	<b><u>POSITION</u></b>	<b><u>PRESENT PRINCIPAL OCCUPATION</u></b>
Richard A. Friedman	President	Managing Director of Goldman Sachs & Co. LLC
Nicole Agnew	Vice President	Managing Director of Goldman Sachs & Co. LLC
Anthony Arnold	Vice President	Managing Director of Goldman Sachs & Co. LLC
Alex Chi	Vice President	Managing Director of Goldman Sachs & Co. LLC
Darren Cohen	Vice President	Managing Director of Goldman Sachs & Co. LLC
Thomas G. Connolly	Vice President	Managing Director of Goldman Sachs & Co. LLC
Christopher A. Crampton	Vice President	Managing Director of Goldman Sachs & Co. LLC
Joseph P. DiSabato	Vice President	Managing Director of Goldman Sachs & Co. LLC
Jeffrey M. Fine	Vice President	Managing Director of Goldman Sachs & Co. LLC
Charles H. Gailliot	Vice President	Managing Director of Goldman Sachs & Co. LLC
Bradley J. Gross	Vice President	Managing Director of Goldman Sachs & Co. LLC
Adrian M. Jones	Vice President	Managing Director of Goldman Sachs & Co. LLC
Alan S. Kava	Vice President	Managing Director of Goldman Sachs & Co. LLC
Michael E. Koester	Vice President	Managing Director of Goldman Sachs & Co. LLC
Scott Lebovitz	Vice President	Managing Director of Goldman Sachs & Co. LLC
David Miller	Vice President	Managing Director of Goldman Sachs & Co. LLC
Hillel Moerman	Vice President	Managing Director of Goldman Sachs & Co. LLC
Jo Natauri	Vice President	Managing Director of Goldman Sachs & Co. LLC
Gregory Olafson	Vice President	Managing Director of Goldman Sachs & Co. LLC
Kenneth Pontarelli	Vice President	Managing Director of Goldman Sachs & Co. LLC
Laurie E. Schmidt	Vice President & Treasurer	Managing Director of Goldman Sachs & Co. LLC
Leonard SeEVERS	Vice President	Managing Director of Goldman Sachs & Co. LLC
Gaurav Seth	Vice President	Managing Director of Goldman Sachs & Co. LLC
Michael Ungari	Vice President	Managing Director of Goldman Sachs & Co. LLC
Vikas Agrawal	Vice President	Managing Director of Goldman Sachs & Co. LLC
Daniel Alger	Vice President	Managing Director of Goldman Sachs & Co. LLC
Kirsten Anthony (Hagen)	Vice President	Managing Director of Goldman Sachs & Co. LLC
Patrick Armstrong	Vice President	Managing Director of Goldman Sachs & Co. LLC

<b>NAME</b>	<b>POSITION</b>	<b>PRESENT PRINCIPAL OCCUPATION</b>
Oksana Beard	Vice President	Managing Director of Goldman Sachs & Co. LLC
David Bell	Vice President	Managing Director of Goldman Sachs & Co. LLC
Allison Beller	Vice President	Managing Director of Goldman Sachs & Co. LLC
Jeffrey Bernstein	Vice President	Managing Director of Goldman Sachs & Co. LLC
Justin Betzen	Vice President	Managing Director of Goldman Sachs & Co. LLC
Katherine Bloom	Vice President	Managing Director of Goldman Sachs & Co. LLC
Jeff Boyd	Vice President	Managing Director of Goldman Sachs & Co. LLC
Steven Budig	Vice President	Managing Director of Goldman Sachs & Co. LLC
David Campbell	Vice President	Managing Director of Goldman Sachs & Co. LLC
David Castelblanco	Vice President	Managing Director of Goldman Sachs & Co. LLC
Omar Chaudhary	Vice President	Managing Director of Goldman Sachs & Co. LLC
Alexander Cheek	Vice President	Managing Director of Goldman Sachs & Co. LLC
William Chen	Vice President	Managing Director of Goldman Sachs & Co. LLC
Michael Dalton	Vice President	Managing Director of Goldman Sachs & Co. LLC
Dirk Degenaars	Vice President	Managing Director of Goldman Sachs & Co. LLC
Johanna Diaz	Vice President	Managing Director of Goldman Sachs & Co. LLC
Terence Doherty	Vice President	Managing Director of Goldman Sachs & Co. LLC
Ryan Flanagan	Vice President	Managing Director of Goldman Sachs & Co. LLC
Sebastien Gagnon	Vice President	Managing Director of Goldman Sachs & Co. LLC
Andrea Gift	Vice President	Managing Director of Goldman Sachs & Co. LLC
Philip Grovit	Vice President	Managing Director of Goldman Sachs & Co. LLC
Ashwin Gupta	Vice President	Managing Director of Goldman Sachs & Co. LLC
James Huckaby	Vice President	Managing Director of Goldman Sachs & Co. LLC
Jonathan Hunt	Vice President	Managing Director of Goldman Sachs & Co. LLC
Kyle Kendall	Vice President	Managing Director of Goldman Sachs & Co. LLC
Christopher Kojima	Vice President	Managing Director of Goldman Sachs & Co. LLC
Jason Kreuziger	Vice President	Managing Director of Goldman Sachs & Co. LLC
Lee Levy	Vice President	Managing Director of Goldman Sachs & Co. LLC
Christina Sun Li	Vice President	Managing Director of Goldman Sachs & Co. LLC
Cedric Lucas	Vice President	Managing Director of Goldman Sachs & Co. LLC
Taylor Mefford	Vice President	Managing Director of Goldman Sachs & Co. LLC
Mark Midle	Vice President	Managing Director of Goldman Sachs & Co. LLC
Christopher Monroe	Vice President	Managing Director of Goldman Sachs & Co. LLC
Antoine Munfa	Vice President	Managing Director of Goldman Sachs & Co. LLC
Harsh Nanda	Vice President	Managing Director of Goldman Sachs & Co. LLC

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<b>NAME</b>	<b>POSITION</b>	<b>PRESENT PRINCIPAL OCCUPATION</b>
Christopher Nelson	Vice President	Managing Director of Goldman Sachs & Co. LLC
Jeff Possick	Vice President	Managing Director of Goldman Sachs & Co. LLC
Andrew Rhee	Vice President	Managing Director of Goldman Sachs & Co. LLC
Brady Schuck	Vice President	Managing Director of Goldman Sachs & Co. LLC
Gabriella Skirnick	Vice President	Managing Director of Goldman Sachs & Co. LLC
Cleaver Sower	Vice President	Managing Director of Goldman Sachs & Co. LLC
Holger Staude	Vice President	Managing Director of Goldman Sachs & Co. LLC
Joseph Sumberg	Vice President	Managing Director of Goldman Sachs & Co. LLC
Peter Vermette	Vice President	Managing Director of Goldman Sachs & Co. LLC
Sherry Wang	Vice President	Managing Director of Goldman Sachs & Co. LLC
Gregory Watts	Vice President	Managing Director of Goldman Sachs & Co. LLC
Letitia Webster	Vice President	Managing Director of Goldman Sachs & Co. LLC
Mark Wetzel	Vice President	Managing Director of Goldman Sachs & Co. LLC
Andrew White	Vice President	Managing Director of Goldman Sachs & Co. LLC
Charles Cognata	Vice President	Managing Director of Goldman Sachs & Co. LLC
William Y. Eng	Vice President	Vice President of Goldman Sachs & Co. LLC
Scott Kilpatrick	Vice President	Vice President of Goldman Sachs & Co. LLC
Michael Watts	Vice President	Managing Director of Goldman Sachs & Co. LLC
Clayton Wilmer	Vice President	Managing Director of Goldman Sachs & Co. LLC
Carey Ziegler	Vice President & Secretary	Managing Director of Goldman Sachs & Co. LLC
David Thomas	Vice President, Assistant Secretary & Assistant General Counsel	Managing Director of Goldman Sachs & Co. LLC
Getty Chin	Vice President & Assistant Treasurer	Managing Director of Goldman Sachs & Co. LLC
Daniel Farrar	Vice President & Assistant Treasurer	Vice President of Goldman Sachs & Co. LLC
Kirsten Frivold Imohiosen	Vice President & Assistant Treasurer	Managing Director of Goldman Sachs & Co. LLC
Larry Kleinman	Vice President & Assistant Treasurer	Managing Director of Goldman Sachs & Co. LLC
Harvey Shapiro	Vice President & Assistant Treasurer	Managing Director of Goldman Sachs & Co. LLC
Johanna Volpi	Vice President & Assistant Treasurer	Vice President of Goldman Sachs & Co. LLC
Michael J. Perloff	Vice President	Managing Director of Goldman Sachs & Co. LLC
Kerri Bagnaturo	Vice President	Vice President of Goldman Sachs & Co. LLC
Michael Schramm	Managing Director	Managing Director of Goldman Sachs International
Michael Bruun	Managing Director	Managing Director of Goldman Sachs International
Takuma Higuchi	Vice President	Vice President of Goldman Sachs Japan Co., Ltd.
York Shin Lim Voon Kee	Chief Executive Officer	Chief Executive Officer of Intercontinental Trust Ltd.
Teddy Lo Seen Chong	Finance Director	Finance Director of Intercontinental Trust Ltd.
Chan Quet Yew Chan Hon Sen	Partner	Partner of Andersen (Mauritius) Ltd.

### **SCHEDULE III**

On October 22, 2020, The Goldman Sachs Group, Inc. (“GS Group”) entered into an order instituting cease and desist proceedings with the SEC, which alleged GS Group failed to reasonably maintain a sufficient system of internal accounting controls between 2012 and 2015 with respect to the process by which it reviewed and approved the commitment of firm capital in large, significant and complex transactions, such as the three bond offerings for 1Malaysia Development Berhad (“1MDB”), and that documentation prepared in connection with the 1MDB transactions did not accurately reflect certain aspects of the bond offerings, including the involvement of a third party intermediary in the offerings. GS Group has agreed to pay a civil money penalty in the amount of \$400,000,000 and disgorgement of \$606,300,000.

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DATED: 11 February

2022

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 A ORDINARY SHARES AND CLASS C ORDINARY SHARES  
IN RENEW ENERGY GLOBAL PLC

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## 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 34,133,476 certificated depositary receipts (**ReNew Class A Depositary Receipts**) each of which represents one class A ordinary share, par value \$0.0001 (**Class A Share**), and 118,363,766 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, 18,000,000 ReNew Class A Depositary Receipts (**A Depositary Receipts**) and 3,400,000 ReNew Class C Depositary Receipts (**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**, and the A Depositary Receipts and the C Depositary Receipts together, the **Depositary Receipts**) on the terms and conditions set out in this Agreement (**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 party, any person that, directly or indirectly, Controls, is Controlled by or is under common Control with such party, through one or more intermediaries or otherwise (excluding, for the avoidance of doubt and in the case of each of the Seller and the Buyer, the Company and its Controlled Affiliates).

<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>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 Depositary Receipts in accordance with Clause 3 and this Agreement.
<b>Control</b>	means possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise) of a person (and 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>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 11.2(c).
<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>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>Tax Warranty</b>	means the warranty set out in paragraph 15 of Schedule 3.
<b>Transaction Documents</b>	means this Agreement and any other documents in the agreed form.
<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 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 and the Buyer shall purchase the Depositary Receipts, on the terms and conditions of this Agreement. The Buyer acknowledges and agrees that the Depositary Receipts are subject to restrictions under applicable securities laws and takes the 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 Depositary Receipts including dividends, distributions and any return of capital declared, paid or made in respect of the Depositary Receipts, in each case on or after Completion.

### 3. CONSIDERATION

The amount payable for the Depositary Receipts shall be \$6.50 per A Depositary Receipt and \$6.50 per C Depositary Receipt, being \$139,100,000 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 A Depositary Receipts and ReNew Class C Depositary Receipts to reflect the Sale (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 A Depositary Receipts and ReNew Class C Depositary Receipts updated in respect of the Sale; (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) no later than 15 Business Days following Completion, provide the Buyer with a report issued by Deloitte Touche Tohmatsu, 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 Depositary 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 in respect of the Tax Warranty shall not exceed \$20,000,000; 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 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 Depositary Receipts.

**7. BUYER ACKNOWLEDGEMENTS**

7.1 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 Depositary Receipts.

**8. SELLER ACKNOWLEDGEMENTS**

8.1 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 Depository Receipts.

## **9. 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.

## **10. 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 18 which shall apply in respect of any withholding or deduction for or on account of tax.

## **11. CONFIDENTIALITY AND ANNOUNCEMENTS**

11.1 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.

- 11.2 The prohibition in Clause 11.1 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 11 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 11.2(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 11.1.
- 11.3 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.

## 12. 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.

## 13. ENTIRE AGREEMENT

- 13.1 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.

13.2 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.

13.3 Nothing in this Clause 13 shall exclude any liability for (or remedy in respect of) fraud or fraudulent misrepresentation.

#### **14. 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.

#### **15. VARIATION, RELEASE AND WAIVER**

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

15.2 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.

15.3 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.

15.4 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.

#### **16. 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.

#### **17. COSTS**

17.1 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.

17.2 All stamp, transfer and registration taxes, duties and charges and all (if any) notarial fees payable in connection with the sale of the Depositary Receipts shall be paid by the Buyer.

**18. 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.

**19. NOTICES**

19.1 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:

Davis Polk & Wardwell London LLP  
5 Aldermanbury Square  
London EC2V 7HR  
United Kingdom  
Attention: Leo Borchardt and Simon Witty  
Email: Leo.Borchardt@davispolk.com; Simon.Witty@davispolk.com

- 19.2 Notices must be delivered personally, sent by email or sent by a reputable tracked delivery service (charges prepaid) with confirmation of receipt required.
- 19.3 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.
- 19.4 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.
- 19.5 This Clause 19 does not apply to the service of proceedings or other documents in any judicial proceeding.
- 19.6 Reference in this Clause 19 to times of the day are to those times in the location of receipt.

## **20. 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.

## **21. GOVERNING LAW AND JURISDICTION**

- 21.1 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.
- 21.2 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.

**22. PROCESS AGENT**

- 22.1 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 22.
- 22.2 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 22.

**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 Depositary Receipts to the Buyer;
    - (ii) the original certificates representing the ReNew Class A Depositary Receipts and 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 Depositary Receipts are subject.
2. Prior to 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.

**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 Depositary Receipts and has the full right, power and authority to sell and transfer the full legal and beneficial interest in the Depositary Receipts to the Buyer.
7. The A Depositary Receipts in respect of which the A Depositary Receipts are issued and the C Depositary Receipts in respect of which the C Depositary Receipts are issued are free from any Encumbrances and no person will be entitled to any Encumbrance in relation to any of the 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 A Shares or the Class C Shares.
8. The 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 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 A Depositary Receipts are receipts in respect of Class A 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 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 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 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 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 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 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 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 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 Depository 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 Depository 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 Depository 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 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 Depositary Receipts.
8. The 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 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 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 Depositary Receipts.
10. The Buyer acknowledges (for itself and for and any account for which it is acting) that the Depositary Receipts, any securities issued in respect of or exchanged for the Depositary Receipts and any securities which such 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 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 Depositary Receipts in the United States; (b) the 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 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 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 Depositary Receipts from any other securities that the Buyer holds that are not restricted securities, (b) will not deposit the Depositary Receipts in an unrestricted depositary receipt facility, and (c) will only transfer the 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 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 Depositary Receipts, and (b) so long as the Depositary Receipts are “restricted securities,” the 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 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 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 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 Depositary Receipts; and (b) the 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 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 A Depositary Receipts are receipts in respect of Class A 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 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 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 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 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 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 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 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 Crimea, Cuba, Iran, North Korea or Syria (each being a country or territory that is the subject of Sanctions).

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 Depositary Receipts]*

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

/s/ Bill Rogers  
(sign here)

Managing Director  
(title of authorised signatory)

/s/ Bruce Hogg  
(sign here)

Managing Director  
(title of authorised signatory)

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

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