

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

SCHEDULE 13D/A

Under the Securities Exchange of 1934  
(Amendment No. 1)

ReNew Energy Global plc

(Name of Issuer)

Class A ordinary shares, nominal value of \$0.0001

(Title of Class of Securities)

G7500M 104

(CUSIP Number)

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

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

February 11, 2022

(Date of Event which Requires Filing of this Statement)

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

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

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

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

CUSIP No. G7500M 104

1	NAME OF REPORTING PERSON Canada Pension Plan Investment Board	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)	(a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Canada	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 59,213,369 <sup>(2)</sup>
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 59,213,369 <sup>(2)</sup>
	10	SHARED DISPOSITIVE POWER
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 59,213,369 <sup>(2)</sup>	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 20.1% <sup>(1)(2)</sup>	
14	TYPE OF REPORTING PERSON (See Instructions) CO	

(1) This calculation is based on 282,430,194 Class A ordinary shares, nominal value of \$0.0001 (the "Shares") of ReNew Energy Global plc, a public limited company incorporated in England and Wales (the "Issuer"), outstanding as of December 26, 2021, as reported by the Issuer in its Form 6-K filed with the U.S. Securities and Exchange Commission on December 30, 2021.

(2) The Reporting Person currently holds 46,867,691 Shares of the Issuer. In addition, the Business Combination Agreement (as defined below) grants the Reporting Person the right to, at its discretion, transfer the ordinary shares of Renew Power Private Limited, a company with limited liability incorporated under the laws of India and subsidiary of the Issuer ("ReNew India"), held by the Reporting Person (the "India Shares") to the Issuer in exchange for an aggregate of 12,345,678 Class A ordinary shares of the Issuer. As of February 14, 2022, the Reporting Person is considered to beneficially own an aggregate of 59,213,369 Shares of the Issuer, or 20.1% of the voting rights associated with the outstanding Class A Shares (including 12,345,678 voting rights exercisable by the Reporting Person by virtue of the Class D Share held by the Reporting Person).

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

## Explanatory Note

This Amendment No. 1 (the “Amendment”) amends and supplements the Schedule 13D filed by the Reporting Person on September 2, 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. This Schedule 13D relates to the Class A ordinary shares, nominal value of \$0.0001 (the “Shares”), of ReNew Energy Global plc, a public limited company incorporated in England and Wales (the “Issuer”), having its registered office at c/o Vistra (UK) Ltd, 3rd Floor, 11-12 St. James’s Square, London, SW1Y 4LB United Kingdom.

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

This Amendment No. 1 amends and restates the final paragraph of Item 2 of the Original Schedule 13D in its entirety as follows:

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

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

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

This Amendment No. 1 amends and supplements Item 3 of the Original Schedule 13D by adding the following:

On February 11, 2022, the Reporting Person proposed to GS Wyvern Holdings Limited (“GSW”) and, on even date, entered into a sale and purchase agreement with GSW (the “Sale and Purchase Agreement”) pursuant to which it has agreed to purchase from GSW, in a privately negotiated transaction, (i) 18,000,000 depositary receipts representing Shares (each such depositary receipt representing one Share) at a price per depositary receipt of \$6.50, for a total aggregate purchase price of \$117,000,000 and (ii) 3,400,000 depositary receipts representing the Issuer’s Class C ordinary shares (the “Class C Shares”) (each such depositary receipt representing one Class C Share) at a price per depositary receipt of \$6.50, for a total aggregate purchase price of \$139,100,000.

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

In addition, on February 11, 2022, the Reporting Person submitted a written offer to GSW (the “Offer”) in relation to the potential acquisition by the Reporting Person from GSW, in a privately negotiated transaction, of an additional 9,100,000 depositary receipts representing Class C Shares (each such depositary receipt representing one Class C Share) at a price per depositary receipt of \$6.50. The Offer is conditioned upon the receipt by GSW of the written waiver and agreement of each party to the Registration Rights Agreement, irrevocably agreeing to the Transfer (as defined in the Registration Rights Agreement) of Class C Shares to the Reporting Person thereunder and irrevocably waiving any provision of the Registration Rights Agreement that would limit or restrict GSW’s ability to execute, deliver and perform the sale and purchase of Class C Shares to the Reporting Person as contemplated by the Offer.

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

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

This Amendment No. 1 amends and supplements Item 4 of the Original Schedule 13D by adding the following:

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

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

This Amendment No. 1 amends and restates Item 5 of the Original Schedule 13D in its entirety as follows:

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

The Reporting Person beneficially owns, and has sole voting power and sole dispositive power with respect to, 59,213,369 Shares, representing approximately 20.1% of the voting rights associated with the outstanding Shares (including 12,345,678 voting rights exercisable by the Reporting Person by virtue of the Class D Share held by the Reporting Person).

Following the completion of the Sale and Purchase Agreement described in Item 3 above, the Reporting Person will beneficially own, and have sole voting power and sole dispositive power with respect to, 77,213,369 Shares, representing approximately 26.2% of the voting rights associated with the outstanding Shares (including 12,345,678 voting rights exercisable by the Reporting Person by virtue of the Class D Share held by the Reporting Person).

Such percentages are calculated based on 282,430,194 Shares outstanding as of December 26, 2021, as reported by the Issuer in its Form 6-K filed with the U.S. Securities and Exchange Commission on December 30, 2021.

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

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

(e) Not applicable.

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

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

This Amendment No. 1 amends and supplements Item 6 of the Original Schedule 13D by adding the following:

*Sale and Purchase Agreement*

On February 11, 2022, the Reporting Person entered into the Sale and Purchase Agreement.

The Sale and Purchase Agreement contains customary representations and warranties and is conditioned upon confirmation by Computershare Trust Company, N.A., as the Issuer's transfer agent and registrar, that it has received all documents and information from GSW necessary to amend the registers of holders of Shares and Class C Shares to reflect the transfers contemplated thereunder.

References to, and descriptions of, the Sale and Purchase Agreement as set forth in this Item 6 are qualified in their entirety by the terms of the Sale and Purchase Agreement, a copy of which is attached hereto as Exhibit 99.5 and is incorporated in its entirety in this Item 6.

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## The Class C Shares

Under the articles of association of the Issuer (the “A&R Articles”), 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 (as defined in the A&R Articles), of the transferor) upon the transfer of such Class C Share (including a transfer of depositary receipts or Identified Rights (as defined in 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).

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

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

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

**SIGNATURE**

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

**DATE:** February 14, 2022

CANADA PENSION PLAN INVESTMENT BOARD

By /s/ Patrice Walch-Watson

Name: Patrice Walch-Watson

Title: Senior Managing Director, General Counsel & Corporate Secretary

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## SCHEDULE 1

### Directors of CPP Investments

Heather Munroe-Blum

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

Principal Occupation: Corporate Director

Citizenship: Canada

Sylvia Chrominska

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

Principal Occupation: Corporate Director

Citizenship: Canada

Dean Connor

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

Principal Occupation: Corporate Director

Citizenship: Canada

William "Mark" Evans

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

Principal Occupation: Corporate Director

Citizenship: Canada

Ashleigh Everett

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

Principal Occupation: Corporate Executive, Royal Canadian Securities Limited

Citizenship: Canada

Tahira Hassan

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

Principal Occupation: Corporate Director

Citizenship: Canada, Pakistan

Chuck Magro

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

Principal Occupation: Corporate Director

Citizenship: Canada

John Montalbano

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

Principal Occupation: Corporate Director

Citizenship: Canada

Barry Perry

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

Principal Occupation: Corporate Director

Citizenship: Canada

Mary Phibbs

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

Principal Occupation: Corporate Director

Citizenship: Great Britain, Australia

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Boon Sim

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

Principal Occupation: Corporate Director

Citizenship: United States

Kathleen Taylor

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

Principal Occupation: Corporate Director

Citizenship: Canada

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## **Executive Officers of CPP Investments**

John Graham

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

Principal Occupation: President and Chief Executive Officer

Citizenship: Canada

Neil Beaumont

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

Principal Occupation: Senior Managing Director & Chief Financial and Risk Officer

Citizenship: Canada

Maximilian Biagosch

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

Principal Occupation: Senior Managing Director, Europe Regional Head & Head of Direct Private Equity

Citizenship: Germany

Edwin D. Cass

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

Principal Occupation: Senior Managing Director & Chief Investment Officer

Citizenship: Canada

Andrew Edgell

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

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

Citizenship: Canada

Frank Ieraci

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

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

Citizenship: Canada

Suyi Kim

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

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

Citizenship: South Korea

Michel Leduc

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

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

Citizenship: Canada

Deborah K. Orida

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

Principal Occupation: Senior Managing Director & Global Head of Real Assets & Chief Sustainability Officer

Citizenship: Canada

Geoffrey Rubin

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

Principal Occupation: Senior Managing Director & Chief Investment Strategist

Citizenship: United States

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Agus Tandiono

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

Principal Occupation: Senior Managing Director, Asia Regional Head & Head of Fundamental Equities Asia

Citizenship: Indonesia

Mary Sullivan

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

Principal Occupation: Senior Managing Director & Chief Talent Officer

Citizenship: Canada

Patrice Walch-Watson

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

Principal Occupation: Senior Managing Director, General Counsel & Corporate Secretary

Citizenship: Canada

Poul Winslow

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

Principal Occupation: Senior Managing Director & Global Head of Capital Markets and Factor Investing

Citizenship: Denmark

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DATED: 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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THIS AGREEMENT is dated 2022

## 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 Agreement</b>	<b>Rights</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 Depository 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 Depository 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 Depositary 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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