
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

(Amendment No. 6)*

ReNew Energy Global plc

(Name of Issuer)

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

(Title of Class of Securities)

(CUSIP Number)

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

Michael Levitt
Freshfields US LLP, 3 World Trade Center, 175 Greenwich St.
New York, NY, 10007
212 2774000

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

08/11/2026

(Date of Event Which Requires Filing of This Statement)

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

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

SCHEDULE 13D

CUSIP No.

1	Name of reporting person
	Abu Dhabi Investment Authority
	Check the appropriate box if a member of a Group (See Instructions)
2	☐ (a) ☒ (b)
3	SEC use only
	Source of funds (See Instructions)
4	OO
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)
	☐
	Citizenship or place of organization
6	UNITED ARAB EMIRATES
	Sole Voting Power
7	0.00
Number of Shares Beneficially Owned by Each Reporting Person With:	Shared Voting Power
8	58,170,916.00
	Sole Dispositive Power
9	0.00
	Shared Dispositive Power
10	58,170,916.00
	Aggregate amount beneficially owned by each reporting person
11	58,170,916.00
	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)
12	☐
	Percent of class represented by amount in Row (11)
13	23.64 %
	Type of Reporting Person (See Instructions)
14	OO

Comment for Type of Reporting Person: Item 13 is calculated based on a total of 246,038,922 Class A Ordinary Shares, par value \$0.0001 (the "Shares"), of ReNew Energy Global plc, a public limited company registered in England and Wales with registered number 13220321 (the "Issuer"), which the Reporting Persons understand were outstanding as of March 31, 2026, as reported by the Issuer in its Annual Report on Form 20-F filed with the U.S. Securities and Exchange Commission (the "SEC") on July 30, 2026. With respect to Item 14, Abu Dhabi Investment Authority ("ADIA") is a public institution established in 1976 by the Government of the Emirate of Abu Dhabi (the "Government") as an independent investment institution. ADIA is wholly owned and subject to constitutional supervision by the Government. ADIA has an independent legal identity with full capacity to act in fulfilling its statutory mandate and objectives.

SCHEDULE 13D

CUSIP No.

	Name of reporting person
1	Platinum Cactus A 2019 Trust
2	Check the appropriate box if a member of a Group (See Instructions)

	☐ (a)
	☒ (b)
3	SEC use only
	Source of funds (See Instructions)
4	OO
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)
	☐
6	Citizenship or place of organization
	UNITED ARAB EMIRATES
	Sole Voting Power
7	0.00
Number of	Shared Voting Power
Shares	
Beneficially	8 58,170,916.00
Owned by	
Each	Sole Dispositive Power
Reporting	9 0.00
Person	
With:	Shared Dispositive Power
	10 58,170,916.00
	Aggregate amount beneficially owned by each reporting person
11	58,170,916.00
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)
	☐
13	Percent of class represented by amount in Row (11)
	23.64 %
14	Type of Reporting Person (See Instructions)
	OO

Comment for Type of Reporting Person: Item 13 is calculated based on a total of 246,038,922 Shares of the Issuer, which the Reporting Persons understand were outstanding as of March 31, 2026, as reported by the Issuer in its Annual Report on Form 20-F filed with the SEC on July 31, 2026. With respect to Item 14, Platinum Cactus A 2019 Trust ("Platinum Cactus") is a trust established under the laws of the Abu Dhabi Global Market by deed of settlement, dated March 28, 2019 between ADIA and Platinum Hawk C 2019 RSC Limited ("Platinum Hawk"). Platinum Hawk is the trustee of Platinum Cactus. Platinum Hawk is an indirect wholly owned subsidiary of ADIA. The Shares are directly held by Platinum Cactus. Pursuant to the rules and regulations of the Securities and Exchange Commission, both ADIA (pursuant to its right to vote or dispose of the shares) and Platinum Hawk (pursuant to its right to dispose of the shares) should be considered to be the beneficial owner of the Shares.

SCHEDULE 13D

CUSIP No.

	Name of reporting person
1	Platinum Hawk C 2019 RSC Limited
	Check the appropriate box if a member of a Group (See Instructions)
2	☐ (a)
	☒ (b)
3	SEC use only
4	Source of funds (See Instructions)

	OO
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)
	☐
6	Citizenship or place of organization
	UNITED ARAB EMIRATES
	Sole Voting Power
7	
Number of	0.00
Shares	Shared Voting Power
Beneficially	8
Owned by	0.00
Each	Sole Dispositive Power
Reporting	9
Person	0.00
With:	Shared Dispositive Power
	10
	58,170,916.00
	Aggregate amount beneficially owned by each reporting person
11	58,170,916.00
	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)
12	☐
	Percent of class represented by amount in Row (11)
13	23.64 %
	Type of Reporting Person (See Instructions)
14	CO

Comment for Type of Reporting Person: Item 13 is based on a total of 246,038,922 Shares of the Issuer which the Reporting Persons understand were outstanding as of March 31, 2026, as reported by the Issuer in its Annual Report on Form 20-F filed with the SEC on July 31, 2026. With respect to Item 14, Platinum Hawk is the trustee of Platinum Cactus, which is a trust established under the laws of the Abu Dhabi Global Market by deed of settlement, dated March 28, 2019 between ADIA and Platinum Hawk. Platinum Hawk is an indirect wholly owned subsidiary of ADIA. Platinum Hawk does not have any voting power with respect to the Shares owned by Platinum Cactus, but has the power to make, retain, divest, transfer, sell, convert, vary or transpose of such shares. Pursuant to the rules and regulations of the Securities and Exchange Commission, both ADIA (pursuant to its right to vote or dispose of the shares) and Platinum Hawk (pursuant to its right to dispose of the shares) should be considered to be the beneficial owner of the Shares.

SCHEDULE 13D

Item 1. Security and Issuer

Title of Class of Securities:

- (a) Class A Ordinary Shares, Nominal Value of \$0.0001 Per Share
- Name of Issuer:
- (b) ReNew Energy Global plc
- Address of Issuer's Principal Executive Offices:
- (c) C/O Vistra (UK) Ltd, Suite 3, 7th Floor, 50, Broadway, London, UNITED KINGDOM , SW1H 0DB.

Item 1 Comment: This Amendment No. 6 (this "Amendment") amends and supplements the Schedule 13D filed by the Reporting Persons on September 2, 2021, as amended and supplemented on August 22, 2023, December 10, 2024, July 3, 2025, October 10, 2025 and December 15, 2025 (the "Original Schedule 13D" and, as amended and supplemented by this Amendment, the "Schedule 13D"). Except as specifically provided herein, this Amendment does not modify any of the information previously reported on the Original Schedule 13D. Capitalized terms not otherwise defined in this Amendment shall have the same meanings ascribed thereto in the Original Schedule 13D. This Schedule 13D is being

filed by the Reporting Persons in relation to the Shares, of the Issuer. The principal executive office of the Issuer is located at C/O Vistra (UK) Ltd, Suite 3, 7th Floor, 50, Broadway, London, England, SW1H 0DB.

Item 2. Identity and Background

- (a) This Amendment amends and supplements Item 2 of the Original Schedule 13D by (i) deleting Schedule 1 and Schedule 2 in their entirety and replacing them with Schedule 1 and Schedule 2 attached hereto and (ii) adding the following: (d), (e) During the last five years, none of the Reporting Persons or the Scheduled Persons (i) has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) has been a party to a civil proceeding of a judicial or administrative body of a 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 4. Purpose of Transaction

This Amendment amends and supplements Item 4 of the Original Schedule 13D by adding the following: On August 11, 2026, Canada Pension Plan Investment Board ("CPPIB") and Sumant Sinha (the "Founder") and together with CPPIB, the "Consortium") and the Issuer entered into a Transaction Agreement (the "Transaction Agreement") providing for the acquisition by the Consortium, subject to the Rollover (as defined below), of all the Shares of the Issuer not held by the Consortium, not held as treasury shares by the Issuer and not Rollover Shares (as defined below), for cash consideration of \$7.02 per Share (the "Transaction"). The Transaction is to be effected by means of a court-sanctioned scheme of arrangement under Part 26 of the Companies Act 2006 (the "Scheme"). Each non-Consortium shareholder may elect to either (i) receive cash consideration for each Share it holds in exchange for transferring its Shares to CPPIB or (ii) elect to retain its Shares (the "Rollover", and any such shares the "Rollover Shares"). Irrevocable Undertaking In connection with the Transaction, Platinum Cactus entered into a Deed of Irrevocable Undertaking with Dyuity Private Holdings Inc. and Sumant Sinha, dated as of August 11, 2026, pursuant to which Platinum Cactus agreed to, among other things: (i) vote in favor of the Scheme, the Transaction, and the related resolutions (and against any resolution to adjourn the relevant shareholder meetings, amend the Scheme, or which is likely to result in a condition of the Scheme not being fulfilled, impede or frustrate the Scheme, or prevent the Scheme from becoming effective), (ii) in the event that the Transaction is being implemented by way of a takeover offer under Part 28 of the Companies Act of 2006 (an "Offer"), to accept or procure acceptance of such Offer, (iii) validly elect to participate in the Rollover in respect of all of its securities of the Issuer (the "Relevant Securities"), (iv) refrain from disposing of, or dealing in, its Relevant Securities, from acquiring further securities in the Issuer, from entering into third-party arrangements relating to its Relevant Securities, and from taking any action that would restrict its ability to control the exercise of rights attaching to its Relevant Securities, in each case, other than pursuant to the Transaction, and (v) cooperate in the implementation of the reorganization of the Issuer to be undertaken following completion of the Transaction and enter into the related reorganization deed and Shareholders' Agreement (as defined below) to be entered into in connection with the Transaction, and provide reasonable cooperation in connection with obtaining required regulatory clearances (the "Irrevocable Undertaking"). The Irrevocable Undertaking shall lapse and cease to have any effect if: - the Transaction Agreement has not been executed by all parties thereto on or before 8:00 a.m. (London time) on 12 August 2026, or such later time and date as the Issuer and the Consortium may agree in writing; or - the Announcement, substantially in the form set out in Annex 3, has not been made on or before 8:00 a.m. (London time) on 12 August 2026, or such later time and date as the Issuer and the Consortium may agree in writing; or - the Transaction Agreement is terminated by any party thereto prior to the completion of the Scheme or Offer; or - the Consortium announces that it does not intend to make or proceed with the Transaction, either on the terms set out in the Transaction Agreement and the Announcement or at all; or - the Scheme lapses or is withdrawn (provided that this shall not apply where the Scheme is withdrawn or lapses solely as a result of the Consortium exercising its right to implement the Acquisition by way of an Offer rather than a Scheme); or - the Scheme has not become effective by 5:30 p.m. (London time) on the later of (i) March 31, 2027 and (ii) 95 days following the publication of the Scheme Document (as defined in the Irrevocable Undertaking), or such later time or date as the Reporting Persons, the Issuer and the Consortium may agree; or - any competing offer for the entire issued and to be issued share capital of the Issuer is declared unconditional or, if proceeding by way of a scheme of arrangement, becomes effective in accordance with its terms. The Irrevocable Undertaking is governed by English law and subject to the exclusive jurisdiction of the English courts. All capitalized terms not defined herein shall have the meanings ascribed to them in the Irrevocable Undertaking. References to, and descriptions of, the Irrevocable Undertaking in this Schedule 13D are qualified in their entirety by the terms of the Irrevocable Undertaking, a copy of which is attached hereto as Exhibit 99.10 and is incorporated in its entirety into this Item 4. Form of the Shareholders' Agreement Concurrently with the execution of the Transaction Agreement, the Consortium has also agreed to a form of shareholders' agreement, which is expected to be entered into at the Effective Time (the "Shareholders' Agreement") by and among the Consortium, Platinum Cactus, JERA Power RN B.V. ("JERA") and the other shareholders of the Issuer (and the applicable affiliates of the foregoing) that will hold the Rollover Shares. The Shareholders' Agreement will govern the ownership and control of the Issuer from and after the Effective Time until the completion of the Reorganization, and RPL, the primary operating subsidiary of the Issuer, from and after the completion of the Reorganization, and will contain other material terms, including the following: - based on certain Equity Proportion thresholds, Platinum Cactus is entitled to (i) appoint at least one director to the board of directors of the Issuer (the "Board"), (ii) appoint one member of the Finance & Operations Committee and one member of the Strategic Options Committee and (iii) appoint one Board observer; - Platinum Cactus has a veto right for deviations (i) over 10% from key line items of the approved business plan and (ii) over 20% from the annual budget, subject to Platinum Cactus' Equity Proportion; - Platinum Cactus has a consultation right over the appointment of the Issuer's Chief Executive Officer, subject to Platinum Cactus' Equity Proportion; - Platinum Cactus' consent is required to approve matters requiring the consent of investors holding (i) an aggregate Equity Proportion of

95% or more ("Investor Super Majority Matters") and (ii) an aggregate Equity Proportion of 87.6% or more ("Investor Majority Matters"). Investor Majority Matters include, among other things, entering into mergers and acquisitions above US\$250 million, disposals or encumbrances above US\$250 million, and certain restructuring activities. Super Majority Investor Matters include, among other things, materially adverse and non-pro-rata changes to share capital, materially adverse constitutional amendments, changes to rights attaching to shareholder instruments, winding-up and certain non-arm's-length related-party transactions; and - Platinum Cactus is entitled to certain information rights depending on Platinum Cactus' Equity Proportion. The Shareholders' Agreement is governed by English law and subject to the exclusive jurisdiction of the English courts. All capitalized terms not defined herein shall have the meanings ascribed to them in the Shareholders' Agreement. The Transaction will be subject to receipt of necessary regulatory approvals and approvals required by the UK Companies Act 2006 in respect of the proposed Scheme, as well as other closing conditions to be agreed in the definitive agreement for the Transaction. Platinum Cactus does not intend to update this Schedule 13D to reflect developments relating to the Transaction except to the extent required by law.

Item 5. Interest in Securities of the Issuer

Pursuant to Section 13(d) of the Act, by virtue of the Irrevocable Undertaking described in this Schedule 13D, the Reporting Persons may be deemed to be a member of a "group" with CPPIB, the Founder and JERA. However, the Reporting Persons expressly disclaim beneficial ownership of the Shares beneficially owned by CPPIB, the Founder and JERA, their affiliates or any other reporting person(s). Neither the filing of this Schedule 13D nor any of its contents shall be deemed to constitute an admission that the Reporting Persons beneficially own any Shares that are beneficially owned by CPPIB, the Founder and JERA, their affiliates or any other reporting person(s). The Reporting Persons are only responsible for the information contained in this Schedule 13D and assume no responsibility for information contained in any other Schedule 13D filed by any other reporting person(s). In the aggregate, the Reporting Persons, CPPIB, the Founder and JERA may be deemed to beneficially own 221,779,159 Shares. Based on an aggregate of 317,381,305 Shares, comprised of (i) 246,038,922 Shares outstanding as of March 31, 2026, as reported by the Issuer in its Annual Report on Form 20-F filed with the SEC on July 30, 2026, (ii) 12,345,678 Shares that would have been issued to CPPIB if the Reporting Person had exchanged its existing ordinary shares in ReNew India that they hold at the relevant time for Shares at an exchange ratio of 1-to-0.8289, (iii) 11,437,723 Shares that would have been issued to the Founder and his affiliates if the Founder and his affiliates had exchanged their existing ordinary shares in ReNew India that they hold at the relevant time for Shares at an exchange ratio of 1-to-0.8289 and (iv) 47,558,982 Shares issuable to the Founder upon the exercise of options held by the Founder that were exercisable within 60 days from the date hereof, the Reporting Person, CPPIB, the Founder, and JERA may be deemed to beneficially own approximately 69.9% of the outstanding Shares. However, the Reporting Persons expressly disclaim beneficial ownership of the Shares beneficially owned by CPPIB, the Founder and JERA, their affiliates or any other reporting person(s). Neither the filing of this Schedule 13D nor any of its contents shall be deemed to constitute an admission that the Reporting Person beneficially owns any Shares that are beneficially owned by CPPIB, the Founder and JERA, their affiliates or any other reporting person(s). The Reporting Persons are only responsible for the information contained in this Schedule 13D and assume no responsibility for information contained in any other Schedule 13D filed by CPPIB, the Founder, JERA, their affiliates or any other reporting person(s).

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

The information set forth in Item 4 is incorporated herein by reference.

Item 7. Material to be Filed as Exhibits.

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

Amendment No.3 to the Schedule 13D filed by the Reporting Persons with respect to the Issuer on July 3, 2025) 99.9 Revised Proposal, dated October 10, 2025, from Canada Pension Plan Investment Board, Platinum Hawk C 2019 RSC Limited, Abu Dhabi Future Energy Company PJSC-Masdar and Sumant Sinha 99.10 Deed of Irrevocable Undertaking*+ *Filed herewith +Certain attachments to this exhibit have been omitted pursuant to SEC rules. The Reporting Persons agree to furnish supplementally a copy of any omitted attachments to the SEC upon request.

SIGNATURE

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

Abu Dhabi Investment Authority

Signature: /s/ Khadem AlRemeithi

Name/Title: Khadem AlRemeithi / Authorized Signatory

Date: 08/11/2026

Signature: /s/ Sultan Dhaheri

Name/Title: Sultan Dhaheri / Authorized Signatory

Date: 08/11/2026

Platinum Cactus A 2019 Trust

Signature: /s/ Suhail Al Dhaheri

Name/Title: Suhail Al Dhaheri / Authorized Signatory

Date: 08/11/2026

Signature: /s/ Mamoun Jamaï

Name/Title: Mamoun Jamaï / Authorized Signatory

Date: 08/11/2026

Platinum Hawk C 2019 RSC Limited

Signature: /s/ Suhail Al Dhaheri

Name/Title: Suhail Al Dhaheri / Authorized Signatory

Date: 08/11/2026

Signature: /s/ Mamoun Jamaï

Name/Title: Mamoun Jamaï / Authorized Signatory

Date: 08/11/2026

SCHEDULE 1

Schedule 1 sets forth the Managing Director and the members of the Investment Committee of ADIA.

Name	Business Address	Present Principal Occupation	Citizenship
H.H. Sheikh Hamed bin Zayed Al Nahyan	211 Corniche, PO Box 3600, Abu Dhabi, UAE	Managing Director and Investment Committee Member	United Arab Emirates
H.H. Sheikh Mohammed bin Khalifa bin Zayed Al Nahyan	211 Corniche, PO Box 3600, Abu Dhabi, UAE	Investment Committee Member	United Arab Emirates
H.E. Khalil Mohammed Sharif Foulathi	211 Corniche, PO Box 3600, Abu Dhabi, UAE	Investment Committee Member	United Arab Emirates
Majed Salem Khalifa Rashed Alromaithi	211 Corniche, PO Box 3600, Abu Dhabi, UAE	Investment Committee Member	United Arab Emirates
Khalifa Matar Khalifa Saif Almheiri	211 Corniche, PO Box 3600, Abu Dhabi, UAE	Investment Committee Member	United Arab Emirates
Hamad Shahwan Surour Shahwan Aldhaheri	211 Corniche, PO Box 3600, Abu Dhabi, UAE	Investment Committee Member	United Arab Emirates
Dhaen Mohamed Al Hameli	211 Corniche, PO Box 3600, Abu Dhabi, UAE	Investment Committee Member	United Arab Emirates
Nasser Shotait Al Ketbi	211 Corniche, PO Box 3600, Abu Dhabi, UAE	Investment Committee Member	United Arab Emirates
Mohamed Rashid Al Mheiri	211 Corniche, PO Box 3600, Abu Dhabi, UAE	Investment Committee Member	United Arab Emirates
Juma Khamis Al Khyeli	211 Corniche, PO Box 3600, Abu Dhabi, UAE	Investment Committee Member	United Arab Emirates

SCHEDULE 2

Schedule 2 sets forth the executive officers and the members of the board of directors of Platinum Hawk C 2019 RSC Limited.

Name	Business Address	Present Principal Occupation	Citizenship
Suhail Hamad Mohammed Al Yabhouni AlDhaheri	211 Corniche, PO Box 3600, Abu Dhabi, UAE	Director	United Arab Emirates
Sultan Khalifa Mohamed Obaid AlMheiri	211 Corniche, PO Box 3600, Abu Dhabi, UAE	Director	United Arab Emirates
Mamoun Jamai	211 Corniche, PO Box 3600, Abu Dhabi, UAE	Director	Morocco
Guy Lambert	211 Corniche, PO Box 3600, Abu Dhabi, UAE	Director	The Netherlands
Karim Mourad	211 Corniche, PO Box 3600, Abu Dhabi, UAE	Director	United Kingdom
Luis Miguel Azenha Pisco	211 Corniche, PO Box 3600, Abu Dhabi, UAE	Director	Portugal
Mujeeb Ur Rehman Qazi	211 Corniche, PO Box 3600, Abu Dhabi, UAE	Director	United States of America

Deed of Irrevocable Undertaking

From: **PLATINUM HAWK C 2019 RSC Limited**

Level 26, Al Khatem Tower, Abu Dhabi Global Market Square, Al Maryah Island, Abu Dhabi, PO BOX 25642, United Arab Emirates, in its capacity as trustee of Platinum Cactus A 2019 Trust, a trust established under the laws of Abu Dhabi Global Market by deed of settlement dated 28 March 2019 between the Abu Dhabi Investment Authority and Platinum Hawk C 2019 RSC Limited (“we, us”, “our”)

To: The Directors

DYUTI PRIVATE HOLDINGS INC. (“WOS”)

Prior to 17 August 2026: One Queen Street East, Suite 2500, Toronto, ON M5C 2W5, Canada

On or after 17 August 2026: 141 Bay Street, Suite 3100 Toronto, Ontario, Canada M5J 0G3

MR. SUMANT SINHA (the “Founder”)

1017 B, Aralias

DLF Golf Course Road

Gurgaon -122009

India

11 August 2026

Dear Sirs / Madam,

Proposed acquisition by WOS and the Founder (together, the “Consortium”) of, subject to the Rollover, the entire issued and to be issued share capital of ReNew Energy Global Plc (the “Target”) not held by the Consortium

1. Proposed Transaction

1.1 In this undertaking all references to:

- (a) the “**Acquisition**” shall mean the proposed acquisition by WOS of, subject to the Rollover (as defined below), the entire issued and to be issued share capital of the Target which is not held by the Consortium or any Rolling Shareholder (as defined below) (the “**Target Shares**”):
 - (i) to be effected by way of a court-sanctioned scheme of arrangement (the “**Scheme**”) under Part 26 of the Companies Act 2006 (the “**CA 2006**”) but which may ultimately be effected by way of a takeover offer under Part 28 of the CA 2006 (an “**Offer**”) within the meaning of section 974 of the CA 2006 on the same terms, so far as relevant, as those which would apply to the Scheme, pursuant to which each non-Consortium shareholder of the Target will be entitled to either (i) receive cash consideration for each share of the Target it holds in exchange for transferring its shares to WOS, or (ii) elect to retain its shares in the Target (the “**Rollover**”, and any such shareholder electing to participate in the Rollover being a “**Rolling Shareholder**”); and
 - (ii) on the terms and conditions set out in the transaction agreement to be entered into between the Consortium and the Target (the “**Transaction Agreement**”); and

- (b) the “**Reorganisation**” shall mean the proposed reorganisation to be undertaken following completion of the Acquisition, pursuant to which all shareholders in the Target (following implementation of the Scheme) will become, to the extent they are not already, shareholders of a subsidiary of the Target, ReNew Private Limited (“**ReNew Private**”):
- (i) comprising the steps contained in the legal reorganisation steps plan in substantially the form set out in Annex 1 (the “**Legal Reorganisation Steps Plan**”);
 - (ii) to be effected by way of a reorganisation deed or other document governing the implementation of the Reorganisation and the steps contemplated in the Legal Reorganisation Steps Plan to be entered into in connection with the Acquisition between, amongst others, WOS, the Founder, the Target, the Rolling Shareholders and us (the “**Reorganisation Deed**”); and
 - (iii) pursuant to which the parties will enter into a shareholders’ agreement in relation to the Target and ReNew Private, governing the rights and obligations of the parties as shareholders of the Target and, subsequently, ReNew Private following the implementation of, in each case, the Acquisition and Reorganisation, substantially in the form set out in Annex 2 (the “**SHA**”),
- (together, the “**Transaction**”).

1.2 Certain terms used in this undertaking are defined in Clause 14 below.

2. Ownership

2.1 We warrant to each member of the Consortium that:

- (a) Schedule 1 to this undertaking contains complete and accurate details of all of the Relevant Securities in which we are interested (“**Relevant Securities**” having the meaning set out in Clause 14.1(c) below and “**interest**” having the meaning set out in Clause 14.1(d));
- (b) we do not have an interest in any other shares or securities of the Target other than those set out in Schedule 1 and as described in Clause 14.1(d));
- (c) we are the registered holder and beneficial owner of or are otherwise able to control the exercise of all rights attaching to, including voting rights and the ability to procure the transfer of, the Relevant Securities; and
- (d) we have full power and authority to enter into and perform our obligations under this undertaking in accordance with its terms, and are able to transfer (or procure the transfer of) the Relevant Securities free from all liens, charges, options, equities, encumbrances and other third party rights, restrictions and interests of any nature and together with all rights now or hereafter attaching thereto, including the right to all dividends and other distributions (if any) declared, made or paid hereafter subject to the matters referred to in the announcement to be made in connection with the Acquisition (the “**Announcement**”).

3. Voting in favour of the Scheme

3.1 Unless and until this undertaking lapses in accordance with Clause 10:

- (a) for as long as the Consortium elects to implement the Acquisition by way of the Scheme, we irrevocably undertake to each member of the Consortium to exercise, or, where applicable, procure the exercise of, all voting rights attaching to the Relevant Securities at:
 - (i) any meeting of the Target's shareholders convened by order of the Court (including any adjournment thereof) in connection with the Scheme (the "**Court Meeting**"); and
 - (ii) any general meeting of the Target (including any adjournment thereof) directly in connection with the Scheme (the "**GM**"),in favour of the Scheme and the Transaction, including any resolutions required to give effect to the Scheme and the Transaction (the "**Resolutions**") as set out in the notices of meeting in the circular to be sent to shareholders of the Target containing an explanatory statement in respect of the Scheme (the "**Scheme Document**") and against any resolution to adjourn the Court Meeting or the GM or to amend the Scheme or which, if passed, is likely to result in any condition of the Scheme not being fulfilled or which is likely to impede or frustrate the Scheme in any way or prevent the Scheme from becoming effective;
- (b) we undertake to each member of the Consortium to exercise, or procure the registered holder to exercise, all rights attaching to the Relevant Securities to requisition or join in the requisitioning of any general meeting of the Target for the purposes of voting on any resolution referred to under Clause 3.1(a) above, or to require the Target to give notice of any meeting, in accordance with WOS's instructions; and
- (c) without prejudice to Clause 3.1(a), we shall, after the posting of the Scheme Document to the Target's shareholders, and without prejudice to our right to attend and vote in person at the Court Meeting and the GM:
 - (i) return, or procure the return of, the signed forms of proxy enclosed with the Scheme Document, (completed, signed and voting in favour of the Scheme and the Resolutions), in accordance with the instructions printed on the forms of proxy as soon as possible and in any event within seven Business Days after the date of posting of the Scheme Document; and
 - (ii) not revoke or withdraw the forms of proxy once they have been returned in accordance with Clause 3.1(c)(i).

3.2 In the event that we acquire any interest in Relevant Securities after the date of this undertaking, the obligations in Clause 3.1 shall apply in relation to those securities save that the obligation in Clause 3.1(c)(ii) shall apply from the date of acquisition by us of such Relevant Securities.

4. Offer

4.1 We acknowledge that the Consortium has reserved the right to implement the Acquisition by way of an Offer with the consent of the Target.

4.2 Unless and until the obligations under this undertaking lapse in accordance with Clause 10, in the event that the Acquisition is implemented by way of an Offer, we confirm and agree that this undertaking shall continue to be binding in respect of the Relevant Securities and all references to the Scheme shall, where the context permits, be read as references to the Offer.

4.3 In particular, if the Acquisition is implemented by way of an Offer, references in this undertaking to:

- (a) voting (or procuring the voting) in favour of the Scheme and the resolutions to be proposed at the Court and/or shareholder meetings in person or by proxy shall be read and construed as accepting the Offer, which acceptances in such circumstances shall be tendered as soon as possible and in any event by no later than 3:00 pm (London time) on the fifth Business Day after despatch to Target shareholders of the formal document containing the full terms and conditions of the Offer (the “**Offer Document**”) and not withdrawing, or procuring the withdrawal of acceptances in respect of the Relevant Securities; and
- (b) the Scheme becoming effective shall be read as references to the Offer becoming unconditional; and
- (c) the Scheme lapsing or being withdrawn shall be read as reference to the withdrawal, closing or lapsing of the Offer; and
- (d) the Scheme Document shall be read as references to the Offer Document.

5. Dealings in Relevant Securities

We undertake to each member of the Consortium that we will not, other than in favour of WOS, Canada Pension Plan Investment Board (“**CPPIB**”) or any of their respective wholly-owned subsidiaries or Affiliates, pursuant to the Scheme or Offer itself, prior to (i) the withdrawal or lapsing of the Scheme in accordance with the terms of the Transaction Agreement; or (ii) the termination of the Transaction Agreement (whichever is earlier) without the written consent of WOS:

- (a) sell, transfer, charge, encumber, grant any option over or otherwise dispose of or permit the sale, transfer, charging or other disposition or creation or grant of any other encumbrance or option of or over all or any of the Relevant Securities or interest in any Relevant Securities except pursuant to the Transaction, or accept any other offer in respect of all or any Relevant Securities;
- (b) purchase or otherwise acquire (or encourage any other person to so deal in, purchase or acquire other than in accordance with the terms of the Transaction) any other securities in the Target or any interest therein or rights to acquire or subscribe for securities in the Target (including any options or derivatives), other than to the extent that they will become Relevant Securities in accordance with the terms of this undertaking;
- (c) enter into any undertaking or agreement with any third party relating to any Relevant Securities or any interest in them, including (without limitation) any agreement that could prevent us from complying with our obligations under paragraph 6 below;
- (d) restrict, constrain or remove our ability to control the exercise of all rights attaching to, including voting rights and the ability to procure the transfer of, the Relevant Securities, whether conditionally or unconditionally; or

- (e) other than pursuant to the Transaction, enter into any agreement or arrangement or permit any agreement or arrangement to be entered into or incur any obligation or permit any obligation to arise:
 - (i) to do all or any of the acts referred to in paragraphs (a) to (d) (inclusive) above; or
 - (ii) which would or might restrict or impede us voting in favour of the Scheme or accepting the Offer, or be otherwise prejudicial to, the Transaction in respect of the Relevant Securities,

and for the avoidance of doubt, references in this Clause 5 to any agreement, arrangement or obligation shall include any such agreement, arrangement or obligation whether or not subject to any conditions, or which is to take effect upon or following withdrawal or lapsing of the Scheme and/or the termination of the Transaction Agreement, or upon or following this undertaking ceasing to be binding, or upon or following any other event.

6. Electing to participate in the Rollover

6.1 Unless and until this undertaking lapses in accordance with Clause 10, we irrevocably undertake (whether the Acquisition is implemented by way of a Scheme or an Offer) to each member of the Consortium to:

- (a) validly elect to participate in the Rollover in respect of all of the Relevant Securities, including by duly completing, signing and delivering to the Consortium a written notice, in the form to be set out in the Scheme Document (a “**Rollover Election Notice**”) stating such election, provided that the Rollover Election Notice is received by the Consortium no later than five Business Days prior to the Court Meeting (the “**Rollover Election Deadline**”); and
- (b) subject to the terms of the Scheme, not revoke, withdraw, vary or amend such election without the prior written consent of the Consortium.

7. The Reorganisation

7.1 Unless and until this undertaking lapses in accordance with Clause 10, we irrevocably undertake to each member of the Consortium to:

- (a) use reasonable endeavours to procure (to the extent possible using the shareholder or contractual rights, or other legal rights, available to us and provided that we shall not have to incur unreasonable costs) that any lawful action which is necessary or desirable to give effect to the following steps in the Legal Reorganisation Steps Plan (which are to occur prior to entry into the Reorganisation Deed):
 - (i) the variation of the Class C shares of the Target to have the same or substantially equivalent rights to the Class A shares of the Target;
 - (ii) the variation of the articles of association of the Target to permit non-pro rata distribution to facilitate the distributions contemplated by step 7(c) of the Legal Reorganisation Steps Plan;
 - (iii) the variation of the articles of association of the Target to permit the implementation of the “Appointer Structure” for compliance with the rule under Section 13 of the Canada Pension Plan Investment Board Regulations, SOR/99-190 that CPPIB may not, directly or indirectly, invest in the securities of a corporation to which are attached more than 30% of the votes that may be cast to elect the directors of that corporation; and

(iv) the re-registration of the Target as a private company,

including the provision of any information, the execution of any document, voting in favour of any shareholder resolutions and/or board resolutions, or giving any consents to the holding of general meetings or board meetings on shorter notice, in relation to the matters listed at limbs (i) to (iv) shall be so taken by us as required;

(b) enter into each of the SHA and the Reorganisation Deed;

(c) prepare, submit, file, publish, execute and/or deliver any document, filing, application, notification, submission or other instrument (as applicable) as may be necessary or desirable pursuant to or in connection with the implementation of the steps contemplated in the Legal Reorganisation Steps Plan prior to entry into the Reorganisation Deed, as listed in clause 7.1(a)(i) to 7.1(a)(iv) (inclusive) (including in each case any deed of adherence or accession thereto); and

(d) cooperate reasonably with each member of the Consortium in connection with obtaining any authorisations, orders, grants, recognitions, confirmations, consents, licences, clearances, certificates, permissions, approvals, waivers, determinations and/or comfort letters that are required to be obtained, all applications, filings, notifications and submissions that are required to be made and all waiting periods that are required to have expired, from or under any of the laws or any of the practices applied by any governmental, quasi-governmental, supranational, statutory, regulatory or investigative body or authority (including any national or supranational anti-trust, competition, trade or merger control authority, any sectoral ministry or regulator and any foreign investment review body) in any jurisdiction (each, a **"Relevant Authority"**) that are necessary to satisfy any regulatory condition to the Transaction (each, a **"Clearance"**), including by:

- (i) providing, in a timely manner, such information (that is in our or our affiliates' possession or control and that we are legally permitted to disclose) and such assistance within our control as may be reasonably required for the purposes of preparing and making any filings, notifications or submissions to any Relevant Authority as are necessary in connection with obtaining any Clearance, taking into account all applicable waiting periods;
- (ii) promptly making any filings, notifications or submissions (including draft filings, notifications or submissions where applicable) that we are required to make to any governmental or regulatory authority in connection with the Transaction, the Reorganisation or the Rollover;
- (iii) promptly providing to each member of the Consortium copies of any material correspondence and summaries of material communications received by us from any Relevant Authority in connection with any Clearance;
- (iv) where reasonably requested by each member of the Consortium, making available appropriate representatives for meetings, hearings and calls with any Relevant Authority in connection with the obtaining of any Clearance (save to the extent where confidential information relating to us and our affiliates are discussed at the meetings, hearings and calls); and

- (v) not knowingly taking, or agree or commit to take any voluntary action, or entering into any agreement for, or completing, any acquisition or other transaction which would, or would be reasonably likely to, have the effect of materially delaying, impeding or preventing satisfaction of any regulatory condition to the Transaction or completion of the Transaction, provided that (a) this paragraph shall apply only to actions within our control and in our capacity as holder of the Relevant Securities or prospective Rolling Shareholder, and (b) any omission shall only be relevant to the extent it is a deliberate failure by us to take an action expressly required of us under paragraphs (i) to (iv) above,

provided in each case that:

- (vi) nothing in this Clause (d) shall require us, the Abu Dhabi Investment Authority (ADIA), or any of our or their affiliates, the Government of Abu Dhabi or any entity directly or indirectly owned by the Government of Abu Dhabi to disclose or provide, or procure the disclosure or procure the disclosure or provision of, to any person (including, for the avoidance of doubt any Relevant Authority) any non-public information (including any non-public financial information): (a) relating to ADIA, its affiliates, any of its direct or indirect shareholders or ultimate beneficial owners, or any current or former directors or officers of any of the foregoing, or (b) in respect of the current or former directors or officers of, or any investments held by, any other entity (other than ADIA and its subsidiaries) ultimately owned by the Government of the Emirate of Abu Dhabi, if such information exceeds the scope and type of information that we or ADIA have previously provided to such Relevant Authority in connection with obtaining regulatory approvals for a transaction similar in nature to the transactions contemplated by the Transaction Agreement;
- (vii) any cooperation and provision of information, access or assistance pursuant to this Clause (d) shall be conducted in a manner reasonably designed to preserve applicable legal professional privilege and to limit the exchange of any commercially or competitively sensitive information, which may (without limitation) include sharing information on a 'counsel-to-counsel' basis; and
- (viii) nothing in this undertaking shall require us to accept or agree to any remedy proposed by a Relevant Authority, in connection with the Transaction.

8. Shareholder Actions

- 8.1 Prior to: (i) the withdrawal or lapsing of the Scheme; or (ii) the termination of the Transaction Agreement (whichever is earlier), we will not, in any capacity as a shareholder, without the consent of WOS, requisition solely or jointly, any general or class meeting of the Target.

- 8.2 Prior to: (i) the withdrawal or lapsing of the Scheme; or (ii) the termination of the Transaction Agreement (whichever is earlier), we will exercise or procure the exercise, by proxy or in person, of the votes attaching to the Relevant Securities in respect of any resolution proposed at any general or class meeting of the Target, or at any adjournment thereof (a “**Relevant Resolution**”):
- (a) in favour of any such resolution the passing of which is necessary to fulfil any condition of the Scheme;
 - (b) against any such resolution whose passing is required in connection with any offer for Target securities that is made by a person other than the Consortium, CPPIB or any of their respective wholly-owned subsidiaries or Affiliates; and
 - (c) against any such resolution which, if passed, might result in any condition of the Scheme not being fulfilled or which might impede or frustrate the Scheme in any way.

We acknowledge and accept that any resolution to adjourn a general or class meeting of the Target whose business includes the consideration of a Relevant Resolution, and a resolution to amend a Relevant Resolution, is also a Relevant Resolution.

9. Disclosure

- 9.1 We consent to the issue of the Announcement.
- 9.2 We understand and accept that, if the Acquisition is made, this undertaking, the SHA and the Reorganisation Deed will be made available for inspection during the Scheme and that particulars of it will be contained in the Scheme Document.
- 9.3 We undertake to provide to WOS on written request within a reasonable period all such further information at our disposal in relation to our interests, and those of any person connected with us, in securities of the Target as WOS may reasonably require in order to comply with any legal or regulatory requirements for inclusion in the Scheme Document (or any other document reasonably required in connection with the Scheme), and we will notify WOS in writing of any material change in the accuracy or import of any information previously supplied to WOS by us as soon as reasonably practicable.

10. Lapse of Undertaking

- 10.1 Notwithstanding any other provision of this undertaking, all our obligations under this undertaking shall lapse and shall cease to have any effect if:
- (a) the Transaction Agreement has not been executed by all parties thereto on or before 8:00 am (London time) on 12 August 2026 or such later time and date as the Target and the Consortium may agree in writing;
 - (b) the Announcement, substantially in the form set out in Annex 3, has not been made on or before 8:00 am (London time) on 12 August 2026 or such later time and date as the Target and the Consortium may agree in writing;
 - (c) the Transaction Agreement is terminated by any party thereto prior to the completion of the Scheme or Offer;
 - (d) the Consortium announces that it does not intend to make or proceed with the Transaction either on the terms set out in the Transaction Agreement and the Announcement or at all;
 - (e) the Scheme lapses or is withdrawn provided that this Clause 10.1(e) shall not apply where the Scheme is withdrawn or lapses solely as a result of the Consortium exercising its right to implement the Acquisition by way of an Offer rather than a Scheme;

- (f) the Scheme has not become effective by 5:30 pm (London time) on the later of (i) 31 March 2027 and (ii) 95 days following the publication of the Scheme Document, or such later time or date as we, the Target and the Consortium may agree; or
 - (g) any competing offer for the entire issued and to be issued share capital of the Target is declared unconditional or, if proceeding by way of a scheme of arrangement, becomes effective in accordance with its terms.
- 10.2 If this undertaking lapses, we shall have no claim against each member of the Consortium and each member of the Consortium shall have no claim against us, including in relation to any prior breach(es).
- 10.3 If this undertaking lapses, Clause 10.2, Clauses 13.5 to 13.7 and Clause 14 shall continue in effect.

11. Power of Attorney

- 11.1 We hereby irrevocably and by way of security for the performance of our obligations set out in this undertaking appoint WOS and any director and/or authorised representative of WOS severally to be our attorney to:
- (a) execute as a deed and deliver on our behalf forms of proxy to be issued with the Scheme Document in respect of the Relevant Securities;
 - (b) sign, execute and deliver:
 - (i) any documents (including without limitation any indemnity in a customary form in respect of any lost or missing share certificates), as may be necessary for or incidental to the voting in favour of the Scheme in respect of the Relevant Securities, and/or for giving full effect to this undertaking; and
 - (ii) the SHA and the Reorganisation Deed (including in each case any deed of adherence or accession thereto); and
 - (c) to do all acts and things as may be necessary for or incidental to the voting in favour of the Scheme and the Resolutions in respect of the Relevant Securities, the implementation of the steps contemplated in the Legal Reorganisation Steps Plan prior to entry into the Reorganisation Deed, as listed in clause 7.1(a)(i) to 7.1(a)(iv) (inclusive) and/or for giving full effect to this undertaking.

We agree this appointment is irrevocable in accordance with section 4 of the Powers of Attorney Act 1971 until this undertaking lapses in accordance with Clause 10 (at which point this power of attorney shall be automatically revoked without further action by us).

12. Confidentiality

We understand that the information you have given to us in relation to the Transaction must be kept confidential in accordance with applicable law until the Announcement is released or the information has otherwise become publicly available. Before this time, we will not, on the basis of this information, enter into a transaction, place an order to trade, cancel or amend an order which has already been made or engage in any other activity or behaviour which would amount to market manipulation and agree to comply with the insider dealing provisions set out in and in Part V of the Criminal Justice Act 1993 (as amended).

13. General

- 13.1 Without prejudice to Clauses 10.1(a) and/or 10.1(b), we acknowledge and accept that nothing in this undertaking obliges the Consortium to announce or make the Acquisition or undertake the Transaction.
- 13.2 We acknowledge and accept that time shall be of the essence as regards any time, date or period mentioned in this undertaking or extended by mutual agreement.
- 13.3 With regard to any of the Relevant Securities not registered in our name, we will give the registered holder(s) of those Relevant Securities instructions to, and we will procure that such registered holders act in accordance with the terms of this undertaking.
- 13.4 We confirm that we fully understand our obligations hereunder and the consequences of entering into those obligations. We understand and agree that, if we fail to vote in favour of the Scheme, participate in and implement the Reorganisation, enter into the SHA and/or the Reorganisation Deed and/or any other document deemed necessary or desirable in accordance with our obligations in this undertaking, or if we are otherwise in breach of those obligations, an order of specific performance may be the only adequate remedy.
- 13.5 Nothing in this undertaking is intended to confer on any person any right to enforce any term of this undertaking which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
- 13.6 This undertaking and any non-contractual obligations arising out of or in connection with it will be governed by and construed in accordance with English law.
- 13.7 The English courts have exclusive jurisdiction to settle any dispute, claim or controversy arising out of or in connection with this undertaking (including a dispute, claim or controversy relating to any non-contractual obligations arising out of or in connection with this undertaking) and we irrevocably submit to the exclusive jurisdiction of the English courts for all purposes in relation to this undertaking.

14. Interpretation

- 14.1 In this undertaking:
- (a) references to “**Business Days**” means a day, other than a Saturday, Sunday or public holiday when banks are open for business in London;
 - (b) the expressions “**the Scheme**”, “**the Offer**” and “**the Acquisition**” shall be construed *mutatis mutandis* as including any amended, revised, extended, improved, increased, additional or other offer or offers made, or scheme or schemes proposed, by or on behalf of WOS for, or in relation to, the securities of the Target, provided that, in relation to any such offer, the terms of such offer(s) are, in the opinion of both (i) the Consortium’s and Target’s financial advisers; and (ii) the special committee comprising all independent directors of the Target established by the Target’s board of directors for the purposes of considering, negotiating and implementing the Acquisition, at least as favourable to shareholders of the Target as the terms set out in the Announcement;
 - (c) “**Relevant Securities**” means all Target shares and securities in which we are interested and including any other securities in Target issued after the date hereof and attributable to or derived from such securities;

- (d) an “**interest**” in shares or securities has the same meaning in this undertaking as it does for the purposes of section 820 and sections 822-825 of the CA 2006;
- (e) references to “**Affiliates**” means, in relation to any person (the **relevant person**), (i) any person Controlled by the relevant person (whether directly or indirectly); (ii) any person Controlling (directly or indirectly) the relevant person; (iii) any person Controlled (whether directly or indirectly) by any person Controlling the relevant person, but in respect of CPPIB and WOS and/or its other Affiliates, shall exclude the members of the CPPIB or WOS group and any and all of their respective portfolio companies which are not 100 per cent owned and Controlled by them.
- (f) references to “**Control**” means, in relation to any person (being the Controlled Person), being (i) entitled to exercise, or control the exercise of (directly or indirectly) more than 50 per cent of the voting power at any general meeting of the shareholders, members or partners or other equity holders (and including, in the case of a limited partnership, of the limited partners of) (or in the case of a trust, of the beneficiaries thereof) in respect of all or substantially all matters falling to be decided by resolution or meeting of such persons; or (ii) entitled (including by virtue of the provisions contained in the constitutional documents of the Controlled Person or pursuant to applicable governance rights or delegated authority in respect of such Controlled Person) to appoint or remove or control the appointment or removal of: (1) directors on the Controlled Person’s board of directors or its other governing body (or, in the case of a limited partnership, of the board or other governing body of its general partner) who are able (in the aggregate) to exercise more than 50 per cent of the voting power at meetings of that board or governing body in respect of all or substantially all matters; (2) any managing member of such Controlled Person; (3) in the case of a limited partnership, its general partner; and/or (4) in the case of a trust, its trustee and/or manager;
- (g) references to “**the period of the Scheme**” are references to the period commencing on the date of this undertaking and continuing thereafter unless and until the Scheme becomes effective, lapses or is withdrawn; and
- (h) any reference to a time, date or period is a reference to London time.

14.2 The headings and sub-headings in this undertaking are for convenience only and shall not affect its interpretation.

14.3 Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa.

IN WITNESS of which this undertaking has been executed as a **deed** and has been delivered and takes effect on the date first above written on page 1.

Schedule 1

Interests in Target

Our “interests” in the Target on the date of this undertaking are as follows:

(1) Shares

Number of Relevant Securities	Class	Registered holder	Beneficial owner	Where we are not the registered holder or beneficial owner, the nature of our interest (e.g. discretionary fund or investment manager)
58,170,916	A Ordinary	Platinum Cactus A 2019 Trust, through its trustee Platinum Hawk C 2019 RSC Limited	Abu Dhabi Investment Authority	The A Ordinary shares are directly held by Platinum Cactus A 2019 Trust. The Abu Dhabi Investment Authority is the ultimate beneficial owner. Platinum Hawk C 2019 RSC Limited acts as the trustee of Platinum Cactus A 2019 Trust and is an indirect wholly owned subsidiary of the Abu Dhabi Investment Authority.

EXECUTED as a deed by
PLATINUM CACTUS A 2019 TRUST,
acting by its trustee, **PLATINUM HAWK C**
2019 RSC LIMITED

Suhail A Dhaheri

and

Mujeeb Ur Rehman Qazi

} /s/ Suhail A Dhaheri

} /s/ Mujeeb Ur Rehman Qazi

Annex 1

Legal Reorganisation Steps Plan

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Annex 2

Form of SHA

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Annex 3

Announcement

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