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

FORM 6-K

REPORT OF FOREIGN PRIVATE ISSUER
PURSUANT TO RULE 13a-16 OR 15d-16
UNDER THE SECURITIES EXCHANGE ACT OF 1934

For the month of October 2026

Commission File Number: 001-40752

RENEW ENERGY GLOBAL PLC
(Translation of registrant's name into English)

C/O Vistra (UK) Ltd, Suite 3, 7th Floor

50, Broadway, London, England, SW1H 0DB, United Kingdom
(Address of principal executive office)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F.

Form 20-F ☒ Form 40-F ☐

Other events

Side Letter to the Transaction Agreement

ReNew Energy Global Plc ("**ReNew**" or the "**Company**") (NASDAQ: RNW) previously announced that it had entered into an agreement dated August 11, 2026 (the "**Transaction Agreement**") with Canada Pension Plan Investment Board ("**CPP Investments**") and Sumant Sinha (the Founder, Chairman and CEO of ReNew) (together with CPP Investments, the "**Consortium**") in connection with the proposed acquisition of the entire issued and to be issued share capital of the Company not already owned by members of the Consortium. The Transaction Agreement was included as an exhibit to the Company's Report on Form 6-K furnished to the Securities and Exchange Commission on August 11, 2026.

On October 28, 2026, the Company, CPP Investments and Sumant Sinha entered into a side letter to the Transaction Agreement (the "**Side Letter**"), pursuant to which the parties agreed to amend the leaver provisions applicable to certain replacement awards under the New Incentive Plan, as set out in paragraph 4.2(h) of Part 1 of Schedule 3 to the Transaction Agreement. Except as expressly amended by the Side Letter, the Transaction Agreement remains in full force and effect in accordance with its terms. The foregoing description of the Side Letter is not complete and is subject to, and qualified in its entirety by reference to, the copy of the Side Letter attached as Exhibit 99.1 hereto, which is incorporated herein by reference. Capitalized terms used but not defined in this report have the meanings given to them in the Transaction Agreement.

Forward Looking Statements

This release includes "forward-looking statements" within the meaning of the "safe harbor" provisions of the United States Private Securities Litigation Reform Act of 1995. Forward-looking statements may be identified by the use of words such as "estimate," "objective," "plan," "project," "forecast," "intend," "will," "expect," "anticipate," "believe," "seek," "target," "milestone," "designed to," "proposed" or other similar expressions that predict or imply future events, trends, terms and/or conditions or that are not statements of historical matters. Such forward-looking statements are based on current expectations and projections about future events and various assumptions. The Company cautions readers of this release that these forward-looking statements are subject to risks and uncertainties, most of which are difficult to predict and many of which are beyond the Company's control, that could cause the actual results to differ materially from the expected results.

The Company's most recent Annual Report on Form 20-F filed with the United States Securities and Exchange Commission (the "SEC") or Form 6-Ks furnished to the SEC by the Company outline certain of these risks and uncertainties which may cause actual results to differ. Forward-looking statements should be construed in light of such risk factors and undue reliance should not be placed on forward-looking statements. These forward-looking statements speak only as of the date of this release. The Company expressly disclaims any obligation or undertaking (except as required by applicable law) to release publicly any updates or revisions to any forward-looking statement contained herein to reflect any change in the Company's expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based.

About ReNew

ReNew is a leading decarbonization solutions company listed on Nasdaq (Nasdaq: RNW, RNWWW). ReNew's clean energy portfolio of ~20.5 GW (including 1.7 GW/6.2 GWh of BESS) on a gross basis as of August 18, 2026, is one of the largest globally. In addition to being a major independent power producer in India, we provide end-to-end solutions in a just and inclusive manner in the areas of clean energy, value-added energy offerings through digitalization, storage, and carbon markets that are increasingly integral to addressing climate change. In addition, ReNew has 6.4 GW of solar module and 2.5 GW of solar cell manufacturing capacities and is expanding its solar cells manufacturing capacity by another 4 GW, which is expected to be operational by December 2026. For more information, visit www.renew.com and follow us on LinkedIn, Facebook, X and Instagram.

Press Enquiries

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Investor Enquiries

Anunay Shahi

ir@renew.com

EXHIBIT INDEX

Exhibit	Description
99.1	Side Letter to the Transaction Agreement

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Dated: October 28, 2026

RENEW ENERGY GLOBAL PLC

By: /s/ Kailash Vaswani
Name: Kailash Vaswani
Title: Chief Financial Officer

Exhibit 99.1

Side Letter to the Transaction Agreement

This Deed (the "Deed") is made on 28 October 2026.

Between:

(a) **CANADA PENSION PLAN INVESTMENT BOARD**, whose address is 141 Bay Street, Suite 3100, Toronto, ON, M5J 0G3, Canada ("**CPPIB**");

(b) **MR. SUMANT SINHA**, whose address is 1017 B, Aralias, DLF Golf Course Road, Gurgaon -122009 ("**Founder**"); and

(c) **RENEW ENERGY GLOBAL PLC**, a public limited company incorporated in England with registered number 13220321, whose registered office is at C/O Vistra (Uk) Ltd, Suite 3, 7th Floor, 50, Broadway, London, England, SW1H 0DB (the "**Company**"),

(each a "**Party**" and together the "**Parties**").

Whereas:

(A) The Parties are party to a transaction agreement dated 11 August 2026 (the "**Transaction Agreement**").

(B) The Parties wish to amend the Transaction Agreement on the terms set out in this Deed.

(C) The Parties intend this Deed to take effect as a deed.

It is agreed:

1. Interpretation

1.1 Unless otherwise defined in this Deed or the context otherwise requires, capitalised terms used in this Deed shall have the meanings given to them in the Transaction Agreement.

1.2 The principles of interpretation set out in clauses 1.2 to 1.4 of the Transaction Agreement shall apply *mutatis mutandis* to this Deed.

2. Amendment to the Transaction Agreement

2.1 With effect from the date of this Deed, paragraph 4.2(h) of Part 1 of Schedule 3 (*Company Equity Plans and Employee Matters*) to the Transaction Agreement shall be deleted in its entirety and replaced with the following:
"(h) if any Participant who has been granted a replacement award under the New Incentive Plan pursuant to sub-paragraphs (d), (e), or (f) ceases to be employed by the Company or any of its Subsidiaries for any reason other than cessation for cause (which, for this purpose, shall mean fraud or gross misconduct) within 12 months of the Effective Date, at the Participant's election, the portion of such replacement award that would have vested on or before the date of cessation of employment on its original vesting terms (which, for the avoidance of doubt, shall not include any acceleration in connection with the Transaction) (the "**Vested Replacement Portion**"):

(I) shall be retained and remain exercisable until December 31, 2035; or

(II) shall be settled for cash and the relevant Participant shall receive a cash payment equal to (i) the number of shares underlying the Vested Replacement Portion, multiplied by (ii) the Consideration, minus (iii) the aggregate exercise price attributable to such shares, payable through payroll (and subject to any deductions or withholdings required by law) as soon as practicable following the date of cessation of employment;

and in either case the remaining portion of such replacement award shall lapse and terminate immediately upon the effective date of the Participant's cessation of employment;".

3. Continuing Effect

3.1 Save as expressly amended by this Deed, the Transaction Agreement shall continue in full force and effect.

3.2 The amendment pursuant to this Deed shall not affect a Party's accrued rights and obligations pursuant to the Transaction Agreement at the date of this Deed.

3.3 In the event of any conflict or inconsistency between the terms of this Deed and the terms of the Transaction Agreement, the

terms of this Deed shall prevail.

4. Miscellaneous

4.1 The provisions of clauses 18 (*Further Assurances*), 19.1 (*Fees, Costs and Taxes*), 23 (*Invalidity*), 24 (*Assignment*), 26 (*Notices*) and 27 (*Rights of Third Parties*) of the Transaction Agreement shall apply *mutatis mutandis* to this Deed.

4.2 This Deed, the Transaction Agreement and the Confidentiality Agreement set out the entire agreement between the Parties relating to the subject matter hereof and thereof and, save to the extent expressly set out in this Deed, the Transaction Agreement or the Confidentiality Agreement, supersede and extinguish any prior drafts, agreements, undertakings, representations, warranties, promises, assurances and arrangements of any nature whatsoever, whether or not in writing, between the Parties in relation to the subject matter hereof and thereof.

5. Counterparts

5.1 This Deed may be executed in any number of counterparts, including by facsimile, by email with .pdf attachments, or by other electronic signatures (including DocuSign and AdobeSign). Each counterpart shall constitute an original of this Deed but all the counterparts together shall constitute but one and the same instrument. The delivery of a counterpart by email shall be an effective mode of delivery.

6. Governing Law and Jurisdiction

6.1 This Deed and any non-contractual rights or obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.

6.2 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any Disputes, and waive any objection to proceedings before such courts on the grounds of venue or on the grounds that such proceedings have been brought in an inappropriate forum.

6.3 Each of the Parties agrees that a judgment against it in the courts of England and Wales may be enforced against it in any other jurisdiction in accordance with the laws of that jurisdiction.

6.4 For the purposes of this Deed, "**Dispute**" means any dispute, controversy, claim or difference of whatever nature arising out of, relating to, or having any connection with this Deed, including a dispute regarding the existence, formation, validity, interpretation, performance, breach or termination of this Deed and also including any dispute relating to any non-contractual rights or obligations arising out of, relating to, or having any connection with this Deed.

6.5 Clause 30 (*Process Agent*) of the Transaction Agreement shall apply *mutatis mutandis* to this Deed.

[*Signature pages follow*]

This Deed has been delivered on the date first set out above.

EXECUTED as a DEED by
for and on behalf of

CANADA PENSION PLAN INVESTMENT BOARD

By an authorised signatory

/s/ Bill Rogers

Signature

Bill Rogers

Name of signatory (print)

Authorised Signatory

Title of signatory (print)

/s/ Bianca Ziccarelli

Signature

Bianca Ziccarelli

Name of signatory (print)

Authorised Signatory

Title of signatory (print)

EXECUTED as a DEED by

MR. SUMANT SINHA

/s/ Sumant Sinha

Signature

in the presence of:

/s/ Dinesh Kumar
Signature of witness

Dinesh Kumar
Name of witness (print)

205, Gulmohar Enclave, New Delhi
Address of witness

Senior Executive Secretary
Occupation of witness

EXECUTED as a DEED by
RENEW ENERGY GLOBAL PLC

By two authorised signatories

/s/ Manoj Singh

Signature

Manoj Singh

Name of signatory (print)

DIRECTOR

Title of signatory (print)

/s/ Samir Rai

Signature

Samir Rai

Name of signatory (print)

COMPANY SECRETARY

Title of signatory (print)