

# Limited Partnerships Act 1907

# LP6

CHFP025

Statement specifying the nature of a change in the Limited Partnership and Statement of increase in the amount contributed (in cash or otherwise) by Limited Partners.

(Pursuant to section 9 of the Limited Partnerships Act 1907 and section 47 of the Finance Act 1973)

Registration No.: SL6317

Name of firm or partnership: Actis India Real Estate Executive LP (the "Partnership")

Notice is hereby given that the changes specified below have occurred in this limited partnership:

(Please see notes overleaf)

a.	The firm's name Previous Name  Nil	New name  Nil
b.	General nature of the business Business previously carried on  Nil	Business now carried on  Nil
c.	Principal place of business Previous place of business  Nil	New place of business  Nil
d.	Change in the partners or the name of a partner (see Note 1)  <b>On 17 November 2008 each of IPES Trustees Limited as trustee of the Actis Carry Trust, Actis Assets Ltd, Actis Capital Partners PTE. Ltd, Actis Capital Partners SDN BHD, Actis Africa Ltd, Actis Africa (Nigeria) Ltd, Actis Advisers Private Ltd, Actis China Ltd, Actis Assessoria Investimento Ltda, Actis Global Services Private Ltd and Actis Services Ltd. were admitted as limited partners to the Partnership.</b>  <b>Paul Owers has assigned his entire interest in the Partnership to Actis Carry Pool GP (Scotland) Limited and accordingly Paul Owers ceased to be a limited partner of the Partnership.</b>	
e.	Term of character of the partnership (see Note 2)  Previous term  Nil	New term  Nil
f.	Change in the sum contributed by a limited partner (see Note 3) (particulars of any increase in capital contributions must be provided at (h) overleaf).  <b>For increases see (h) below.</b>	



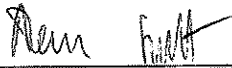
**The capital contributed by Paul Owers decreased by \$1 from \$1 to nil.**

g Change in the liability of any partner by reason of his becoming a limited instead of a general partner or vice versa.

**Nil**

h Statement of increase in capital contributions

Name of Limited Partners	Increase or additional sum now contributed (if otherwise than in cash, that fact, with particulars, must be stated)	Total amount contributed (if otherwise than in cash, that fact, with particulars, must be stated)
<b>IPES Trustees Limited as trustee of the Actis Carry Trust</b>	<b>\$1</b>	<b>\$1</b>
<b>Actis Assets Ltd</b>	<b>\$1</b>	<b>\$1</b>
<b>Actis Capital Partners PTE. Ltd</b>	<b>\$1</b>	<b>\$1</b>
<b>Actis Capital Partners SDN BHD</b>	<b>\$1</b>	<b>\$1</b>
<b>Actis Africa Ltd</b>	<b>\$1</b>	<b>\$1</b>
<b>Actis Africa (Nigeria) Ltd</b>	<b>\$1</b>	<b>\$1</b>
<b>Actis Advisers Private Ltd</b>	<b>\$1</b>	<b>\$1</b>
<b>Actis China Ltd</b>	<b>\$1</b>	<b>\$1</b>
<b>Actis Assessoria Investimento Ltda</b>	<b>\$1</b>	<b>\$1</b>
<b>Actis Global Services Private Ltd</b>	<b>\$1</b>	<b>\$1</b>
<b>Actis Services Ltd.</b>	<b>\$1</b>	<b>\$1</b>

Signature of firms   
 Alan Soppitt as attorney for and on behalf of Actis Carry  
 Pool GP (Scotland) Limited, general partner of the  
 Partnership.

Date: 24 November 2008

Presented by: Burness LLP, 50 Lothian Road  
 Festival Square, Edinburgh EH3 9WJ

Presentor's reference: CLI/13/152/JZM

**DX ED 73 Edinburgh**

**NOTES:**

- Changes brought about by death, by transfer of interests, by increase in the number of partners, or by change of name of any partner, must be notified here.
- If there is, or was, no definite term, then state against 'previous term' the conditions under which the partnership was constituted and against any 'new term' the conditions under which it is now constituted.
- Any variation in the sum contributed by any limited partner must be stated at f. overleaf. A statement of any increase in the amount of the partnership capital, whether arising from increase of contributions, or from introduction of fresh partners must also be stated at h. above.
- Each change must be entered in the proper section a., b., c., d., e., f., g., or h., as the case may be. Provision is made in this form for notifying all the changes required by the Act to be notified, but it will frequently happen

that only one item of change has to be notified. In any such case, the word 'Nil' should be inserted in the other sections.

- 5 The statement must be signed at the end by the firm, and delivered for registration within seven days of the changes taking place.

This power of attorney is made the 10<sup>th</sup> day of November 2008 by Actis Carry Pool GP (Scotland) Limited.

We, Actis Carry Pool GP (Scotland) Limited, registered number SC327782 having our registered office at 50 Lothian Road, Festival Square, Edinburgh, EH3 9WJ hereby irrevocably make, constitute and appoint each of John Campbell Rafferty, Christopher Scott, Alan Henry Soppitt, Peter Alexander Lawson, Grant Tennant Stevenson, Mark Julian Ellis, Christopher Phillip Gotts and Jonathan Heaney all of Burness LLP, 50 Lothian Road, Festival Square, Edinburgh, EH3 9WJ as our true and lawful attorney with full power and authority in our name and on our behalf:-

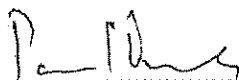
- 1 to execute the partnership agreement and any other documents that are required to be executed by us, in connection with the Scottish limited partnership known or to be known as Actis Emerging Markets 3 Executive L.P., Actis House Pool 3 L.P., Actis Infrastructure 2 Executive L.P. and Actis India Real Estate Executive L.P.;
- 2 to execute any replacement partnership agreement and any documents that are required to be executed by us, in connection with any changes made to any of the documents referred to in paragraph 1 above;
- 3 to execute any deed of assignment or assignation or any other instrument of transfer in respect of our interest or any part thereof in the said Partnership; and
- 4 without prejudice to the generality of the foregoing to execute in our name and to file with the Registrar of Limited Partnerships such statutory form or forms as may be required under the Limited Partnerships Act 1907 or any regulations made thereunder in relation to such execution pursuant to this power of attorney.

This power of attorney shall expire one year from the date hereof. And we undertake to ratify and confirm any action taken lawfully by our attorney pursuant to this power of attorney and to indemnify our attorney against all and any actions, damages, expenses, costs and claims which may be suffered by or made against him pursuant to the *bona fide* exercise by him of his power pursuant to this power of attorney: IN WITNESS WHEREOF


This power of attorney has been executed by us as a deed at Two More London Riverside London, London, SE1 2JT, England on the 10th day of November 2008 as follows:-

For and on behalf of Actis Carry Pool GP (Scotland) Limited

by

.....  ..... Director .....

and

.....  ..... Director/Secretary .....

ACTIS NOMINEE LTD