

**FILE COPY**



**CERTIFICATE OF REGISTRATION  
OF A LIMITED PARTNERSHIP**

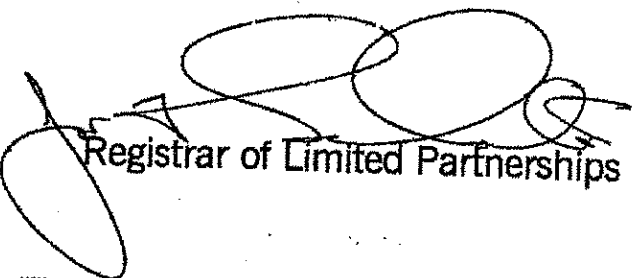
Partnership No. 6317

I hereby certify that the firm

**ACTIS INDIA REAL ESTATE EXECUTIVE LP**

having lodged a statement of particulars pursuant to section 8 of the Limited Partnerships Act, 1907, is this day registered as a limited partnership.

Given at Companies House, Edinburgh, the 12th November 2007

  
Registrar of Limited Partnerships



**C O M P A N I E S   H O U S E**

CHFP025

(Registration fee £2)

**LP5****Limited Partnership Act 1907**

Application for Registration of a Limited Partnership and Statement of particulars and of the amounts contributed (in cash or otherwise) by the Limited Partners.

(Pursuant to section 8 of the Limited Partnerships Act 1907)

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

We, the undersigned, being the partners of the above-named firm, hereby apply for registration as a limited partnership and for that purpose supply the following particulars:

The general nature of the business

The purpose of the Partnership is in Scotland and elsewhere to carry on the business of seeking and exploiting general commercial opportunities and notifying the limited partner of the same with the principal objective of generating profit.

The principal place of business

50 Lothian Road  
Festival Square  
Edinburgh  
EH3 9WJ

The term, if any, for which the partnership is entered into  
N/A

If no definite term, the conditions of existence of the partnership

The Partnership shall continue for a period of 15 years from 12 November 2007 unless sooner terminated in accordance with the Agreement governing the Partnership provisions of clause 19 of the agreement governing the Partnership.

Date of commencement

12 November 2007

The partnership is limited and the full name and address of each of the partners are as follows:

General Partners

Actis Carry Pool GP (Scotland) Limited  
50 Lothian Road  
Festival Square  
Edinburgh  
EH3 9WJ

Limited partners

Paul Owers  
The Bramblings  
The Green  
Horsted Keynes  
West Sussex  
RH17 7 AW

TOTAL

Amounts Contributed (1)

\$1

\$1

MONDAY



SCT


\*S6XGNULD\*

12/11/2007


COMPANIES HOUSE

305

Signature of all the partners

  
Peter Lawson as attorney for and on behalf of  
Actis Carry Pool GP (Scotland) Limited

Date 12 November 2007

  
Peter Lawson as attorney for and on behalf of  
Paul Owers

Presenter's reference: CLI/13/162/JZM

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

**Notes**

(i) State amount contributed by each limited partner, and whether paid in cash, or how otherwise.

This power of attorney is made the 7th day of November 2007 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 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 partnerships to be known as Actis Emerging Markets 3 Executive LP, Actis House Pool 3 LP, Actis Infrastructure 2 Executive LP and Actis India Real Estate Executive LP (which shall include for the avoidance of doubt any partnership interests agreement dealing with how the income and capital accruing to the said partnerships shall be allocated);
- 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 Partnerships; 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.

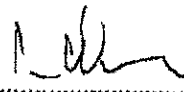

This power of attorney shall expire one year from the date hereof. And we undertake to ratify and confirm any action taken lawfully by our attorney pursuant to this power of attorney and to indemnify our attorney against all and any actions, damages, expenses, costs and claims which may be suffered by 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 2 More London Riverside, London, SE1 2JT on the 7th day of November 2007 as follows:-  
For and on behalf of Actis Carry Pool GP (Scotland) Limited

by

Paul Owers..... Director  
and

Actis Nominee Limited ..... Director

  
.....  
  
.....

This power of attorney is made the 7th day of November 2007 by Paul Owers.

I, Paul Owers, of The Bramblings, The Green, Horsted Keynes, West Sussex RH17 7AW hereby irrevocably make, constitute and appoint each of John Campbell Rafferty, Christopher Scott, Alan Henry Soppitt, Peter Alexander Lawson, Grant Tennant Stevenson and Jonathan Heaney all of Burness LLP, 50 Lothian Road, Festival Square, Edinburgh, EH3 9WJ as my true and lawful attorney with full power and authority in my name and on my behalf:-

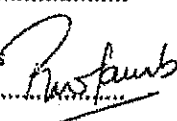
- 1 to execute the partnership agreement and any other documents that are required to be executed by me, in connection with the Scottish limited partnerships to be known as Actis Emerging Markets 3 Executive LP, Actis House Pool 3 LP, Actis Infrastructure 2 Executive LP and Actis India Real Estate Executive LP (which shall include for the avoidance of doubt any partnership interests agreement dealing with how the income and capital accruing to the said Partnership shall be allocated);
- 2 to execute any replacement partnership agreement and any documents that are required to be executed by me, 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 my interest or any part thereof in the said Partnerships; and
- 4 without prejudice to the generality of the foregoing to execute in my 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 I undertake to ratify and confirm any action taken lawfully by my attorney pursuant to this power of attorney and to indemnify my 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 me as a deed at 2 More London Riverside, London, SE1 2JT on the 7th day of November 2007 as follows:-

  
.....

In the presence of this witness

  
.....

Patricia Lamb..... Full Name

Company Secretary..... Occupation

66 The Lane, London SE3 9SL..... Address

FILE COPY



**CERTIFICATE OF REGISTRATION  
OF A LIMITED PARTNERSHIP  
ON CHANGE OF NAME**

**No. SL6317**

I hereby certify that the firm

**ACTIS INDIA REAL ESTATE EXECUTIVE LP**

having lodged a statement of particulars pursuant to section 9 of the Limited Partnership Act 1907, is this day registered under the name of

**ACTIS INDIA REAL ESTATE EXECUTIVE L.P.**

Given at Companies House, Edinburgh, the 11th November 2008.

A handwritten signature in cursive script, appearing to read "Diane Brooks".

Registrar of Limited Partnerships

Handwritten initials, possibly "fb", written below the signature.



**Companies House**  
— for the record —

# Limited Partnerships Act 1907

CHFP025

# LP6

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.	<b>The firm's name</b> Previous Name  Actis India Real Estate Executive LP	<b>New name</b>  Actis India Real Estate Executive L.P.
b.	<b>General nature of the business</b> Business previously carried on  The purpose of the Partnership is in Scotland and elsewhere to carry on the business of seeking and exploiting general commercial opportunities and notifying the limited partner of the same with the principal objective of generating profit.	<b>Business now carried on</b>  To carry on in Scotland and elsewhere the business of investing and monitoring its investment in the Actis Carry Pool L.P. ("Actis Carry Pool") and any other limited partnerships or other collective investment undertakings which invest in the Actis India Real Estate Fund (which itself invests primarily in Indian real estate transactions).
c.	<b>Principal place of business</b> Previous place of business  Nil	<b>New place of business</b>  Nil
d.	<b>Change in the partners or the name of a partner (see Note 1)</b>  Nil	
e.	<b>Term of character of the partnership (see Note 2)</b>  Previous term  The Partnership shall continue for a period of 15 years from 12 November 2007 unless sooner terminated in accordance with the provisions of clause 19 of the agreement governing the Partnership.	<b>New term</b>  The Partnership shall terminate 90 days after such time as the Actis Carry Pool and the Actis India Real Estate Fund have terminated and the manager has no plans to participate in additional funds, or shall


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COMPANIES HOUSE

	terminate prior to such date upon the happening of any of the following events:  (i) the bankruptcy, sequestration, insolvency, dissolution or liquidation of the General Partner; or  (ii) with the approval of a Partner Consent.
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).  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)
Nil		

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

Date: 7 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.

**Definitions used:**

**"Actis India Real Estate Fund"** means Actis India Real Estate L.P., together with any additional pooled investment vehicle which is managed by Actis, which invests alongside such partnership and in which the Actis Carry Pool is the recipient of carried interest;

**"Cumulative Proportion"** means the proportionate entitlement of a limited partner to share in the profits of the Partnership;

**"Executive"** means an employee of, director of, member of, secondee to or consultant to the manager or any of its associates, and the expression **"employed"** when used in the context of an Executive shall mean working in any of the aforementioned capacities;

**"Leaver"** means an Executive who for any reason whatsoever ceases to be an Executive;

**"Partner Consent"** means the written consent consisting of one or more documents in like form, each signed by (i) one or more of the limited partners and together representing over 75% of the Cumulative Proportions of such limited partners (other than any limited partner who has become or whose Related Executive has become a Leaver); (ii) the employer partners; and (iii) the General Partner;

**"Related Executive"** means, in respect of a limited partner who is not an Executive or a Leaver, the Executive or Leaver in relation to whom such limited partner is a Related Holder, as set out in such limited partner's form of adherence and recorded in the register of the Partnership; and

**"Related Holder"** means, in respect of an Executive or Leaver, the limited partner recorded in the Register in relation to whom it is the Related Executive.

This power of attorney is made the 7th day of November 2007 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 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 partnerships to be known as Actis Emerging Markets 3 Executive LP, Actis House Pool 3 LP, Actis Infrastructure 2 Executive LP and Actis India Real Estate Executive LP (which shall include for the avoidance of doubt any partnership interests agreement dealing with how the income and capital accruing to the said partnerships shall be allocated);
- 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 Partnerships; 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.

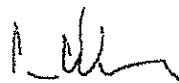
This power of attorney shall expire one year from the date hereof. And we undertake to ratify and confirm any action taken lawfully by our attorney pursuant to this power of attorney and to indemnify our attorney against all and any actions, damages, expenses, costs and claims which may be suffered by 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 2 More London Riverside, London, SE1 2JT on the 7th day of November 2007 as follows:-  
For and on behalf of Actis Carry Pool GP (Scotland) Limited

by

Paul Owers ..... Director  
and

Actis Nominee Limited ..... Director



# 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)  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.  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.	
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).  For increases see (h) below.	

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MONDAY



SCT 24/11/2008 1116  
COMPANIES HOUSE

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)
IPES Trustees Limited as trustee of the Actis Carry Trust	\$1	\$1
Actis Assets Ltd	\$1	\$1
Actis Capital Partners PTE. Ltd	\$1	\$1
Actis Capital Partners SDN BHD	\$1	\$1
Actis Africa Ltd	\$1	\$1
Actis Africa (Nigeria) Ltd	\$1	\$1
Actis Advisers Private Ltd	\$1	\$1
Actis China Ltd	\$1	\$1
Actis Assessoria Investimento Ltda	\$1	\$1
Actis Global Services Private Ltd	\$1	\$1
Actis Services Ltd.	\$1	\$1

Signature of firms

*Alan Soppitt*

Date: 24 November 2008

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

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.

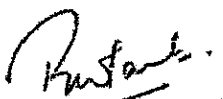
This power of attorney shall expire one year from the date hereof. And we undertake to ratify and confirm any action taken lawfully by our attorney pursuant to this power of attorney and to indemnify our attorney against all and any actions, damages, expenses, costs and claims which may be suffered by 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

# Limited Partnerships Act 1907

CHFP025

# LP6

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)

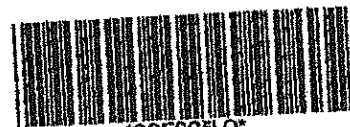
Registration No.: SL6317

Name of firm or partnership: ACTIS INDIA REAL ESTATE EXECUTIVE L.P. ("the Partnership")

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

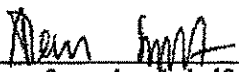
(Please see notes overleaf)

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)  On 10 December 2008 the following were admitted as new limited partners of the Partnership ("the New Limited Partners"):-  David Ross Standen Morley; Chanakya Chakravarti; Darshan Arvind Gangolli; Jyotindra Trivedi; Parvesh Gupta; Daniel Paul Fletcher; Allstair Angus MacKintosh; Jonathan Mark Pay and Actis Carry Trust	
e.	Term of character of the partnership (see Note 2)  Previous term  NIL	New term  NIL



112

f	<p>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).</p> <p>On being admitted to the Partnership, the New Limited Partners made the capital contributions set out at (h).</p>																																			
g	<p>Change in the liability of any partner by reason of his becoming a limited instead of a general partner or vice versa.</p> <p>NIL</p>																																			
h	<p>Statement of increase in capital contributions</p> <table border="1"> <thead> <tr> <th>Name of Limited Partners</th> <th>Increase or additional sum now contributed (if otherwise than in cash, that fact, with particulars, must be stated)</th> <th>Total amount contributed (if otherwise than in cash, that fact, with particulars, must be stated)</th> </tr> <tr> <th></th> <th>US (\$)</th> <th>US (\$)</th> </tr> </thead> <tbody> <tr> <td>David Ross Standen Morley;</td> <td>1.00</td> <td>1.00</td> </tr> <tr> <td>Chanakya Chakravarti</td> <td>1.00</td> <td>1.00</td> </tr> <tr> <td>Darshan Arvind Gangolli</td> <td>1.00</td> <td>1.00</td> </tr> <tr> <td>Jyotindra Trivedi</td> <td>1.00</td> <td>1.00</td> </tr> <tr> <td>Parvesh Gupta</td> <td>1.00</td> <td>1.00</td> </tr> <tr> <td>Daniel Paul Fletcher</td> <td>1.00</td> <td>1.00</td> </tr> <tr> <td>Alistair Angus MacKintosh</td> <td>1.00</td> <td>1.00</td> </tr> <tr> <td>Jonathan Mark Pay</td> <td>1.00</td> <td>1.00</td> </tr> <tr> <td>Actis Carry Trust</td> <td>1.00</td> <td>1.00</td> </tr> </tbody> </table>			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)		US (\$)	US (\$)	David Ross Standen Morley;	1.00	1.00	Chanakya Chakravarti	1.00	1.00	Darshan Arvind Gangolli	1.00	1.00	Jyotindra Trivedi	1.00	1.00	Parvesh Gupta	1.00	1.00	Daniel Paul Fletcher	1.00	1.00	Alistair Angus MacKintosh	1.00	1.00	Jonathan Mark Pay	1.00	1.00	Actis Carry Trust	1.00	1.00
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)																																		
	US (\$)	US (\$)																																		
David Ross Standen Morley;	1.00	1.00																																		
Chanakya Chakravarti	1.00	1.00																																		
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Jyotindra Trivedi	1.00	1.00																																		
Parvesh Gupta	1.00	1.00																																		
Daniel Paul Fletcher	1.00	1.00																																		
Alistair Angus MacKintosh	1.00	1.00																																		
Jonathan Mark Pay	1.00	1.00																																		
Actis Carry Trust	1.00	1.00																																		

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

Date: 11 December 2008

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

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

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.



- 4 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:-

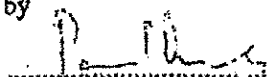
- 1 to execute the partnership agreement and any other documents that are required to be executed by us, in connection with the Scottish limited partnership known or to be known as Actis Emerging Markets 3 Executive L.P., Actis House Pool 3 L.P., Actis Infrastructure 2 Executive L.P. and Actis India 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:-

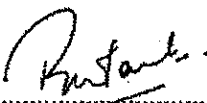
For and on behalf of Actis Carry Pool GP (Scotland) Limited

by



Director

and

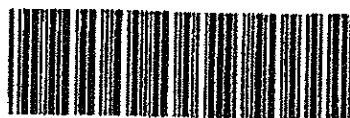


Director/Secretary

ACTIS NOMINEE LTD

## Limited Partnerships Act 1907

MONDAY



SCT 05/01/2015 #304  
COMPANIES HOUSE

# LP6

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) (see note 1)

Registration No. SL6317

Name of firm Actis India Real Estate Executive L.P. (the "Partnership")

The changes specified below have been made or have occurred in this limited partnership (see notes overleaf):

a. Firm 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 2) In the case of an authorised partnership state any change in the general partner or in the name of the general partner  On 30 December 2014, Actis Carry Scheme GP LLP was admitted as a general partner of the Partnership.			
e. Term or character of the partnership (see note 3)  Where the change in character is authorisation as an authorised partnership or the revocation of such authorisation, give the date and the number of the	Change in character	Previous term nil	New term nil

authorisation order			
<b>f. Sum contributed by any limited partner (see note 4)</b> Particulars of any increase in capital contributions must be provided in section h. Not applicable to an authorised partnership.  nil			
<b>g. Liability of any partner by reason of his becoming a limited instead of a general partner or a general partner instead of a limited partner</b>  nil			
<b>h. Statement of increase in capital contributions (see note 4)</b>			
Names of limited partner	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) £	
nil			

Signed by \_\_\_\_\_ as attorney for  
 and on behalf of **Actis Carry Pool GP (Scotland)**  
**Limited**, general partner of the Partnership.



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

Presenter's reference:  
**ACT/2016/45/RAC/31December2014**

ED 73 Edinburgh

**NOTES:**

- 1 This form is also to be used to notify changes in a limited partnership which is a partnership scheme (within the meaning given by section 235A(5) of the Financial Services and Markets Act 2000) for which an authorisation order has been made under section 261D of that Act ("an authorised partnership"). The requirement to notify changes in partnerships under section 9 of the Limited Partnerships Act 1907 has been modified for authorised partnerships by regulation 16(6) of the Collective Investment in Transferable Securities (Contractual Scheme) Regulations 2013.
- 2 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. In the case of an authorised partnership, any change in the general partner or in the name of the general partner must be notified here (no change in the limited partners or in the name of a limited partner is required to be notified).
- 3 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. In the case of an authorised partnership, notify here the making or revocation of the authorisation by the Financial Conduct Authority (include the authorisation number).
- 4 Any variation in the sum contributed by any limited partner must be stated in section f. A statement of any increase in the amount of the partnership capital, whether arising from an increase of contributions, or from introduction of fresh partners must also be stated in section h. In the case of an authorised partnership, no change in the sum contributed by a limited partner is required to be notified.
- 5 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.
- 6 The statement must be signed at the end by the firm, and must be sent by post or to the registrar delivered for registration within seven days of the changes taking place.