To, Telecanor Global Limited Imratpark,2<sup>nd</sup> Floor, Above Talwar Hundai Showroom Road No.2,Opp.KBR Park, Hydrabad-500034

Maruti Ram Praturi (Managing Director) Imratpark,2<sup>nd</sup> Floor, Above Talwar Hundai Showroom Road No.2,Opp.KBR Park, Hydrabad-500034

Under the instructions and on behalf of Vimal Sarabhai Shah of 203, Sutaria Complex, Maharashtra Society, Mithakhli, Navrangpura, Ahmedabad-6 I give this notice to both of you as under:

You No.1 are a company incorporated under the provisions of the Companies Act, 19546 having your registered office at Imratpark,2<sup>nd</sup> Floor, Above Talwar Hundai Showroom, Road No.2,Opp.KBR Park, Hyderabad and your shares are listed on BSE You No 2 are the managing director of you No1 and are responsible for day to day affairs of you No. 1 company.

In accordance with the guidelines for the preferential issues issued by SEBI under SEBI (Disclosure and Investor Protection ) Guidelines 2000 you No.1 came out with a issue of 57,25,000 Share warrants of Rs. 10/each at a premium of Rs1.80 per share warrant in the month of September, 2008 and as per the disclosure made by you No 1 to BSE , 45,00,000 share warrants were allotted on 4/9/2008 to Maruti Ram Praturi, 10,00,000 share warrants to Hemant Gupta, 1,00,000 share warrants to Sunita Jain, 50,000 share warrants to Daksha Dalpat Mehta, 50,000 share warrants to Svadevi Mehta, 22,500 share warrants to K Rama ChandraSekhar, 2,500 share warrants to A Srikant, 2,500 share warrants to K Sri Lakshmi on preferential basis.

Further in accordance with the Guidelines as applicable to the Share warrants so issued these instruments have to be converted within the period of 18months form 4<sup>th</sup> September, 2008 and the instruments allotted

on preferential basis to the promoters and promoters group as defined under the SEBI Guidelines were subject to lock in for the period of three year from the date of allotment . The Share warrants allotted by you No 1 on 4/9/2008 when converted were subject to lock in for a period of three years from the date of issue and were not allowed to be transferred, pledged or otherwise alienated by the promoters.

My client being the shareholder of you No. 1 was in touch with you No. 2 for some time and was induced by you No 2 to acquire 2,66,500 share warrants of you No. 1 issued and offered in the month of September, 2008 and my client was also persuaded in the month of November, 2009 to tender payment of Rs28,31,000.00 towards acquisition of 2,66,500 share warrants of Rs 10/- each offered at a premium of Rs 1.80 per share. Relying on you No.2 my client made payment from November, 2009 to March, 2010 of Rs 28, 31,000.00 towards 2,66,500 shares warrants. My client has also made payment of Rs 39,75,000.00 to you No 2 towards the transfer of 374200 share warrants out of 45,00,000 share warrants allotted on 4/9/2008 to you No 2 between the period from November, 2009 and March, 2010. My client was promised that he would receive the shares on expiry of period of 18months from 4/9/2008 free of lock in period on conversion of the warrants in accordance with the SEBI Guidelines. On visiting the Web sites of BSE it is noticed that my client has been allotted 3,00,000 shares against the amount so paid by him. He has however not received the share certificates till date though you No. 1 were under statutory obligation under section 113 of the Companies Act, 1956 to deliver the share certificates within 3 months. Similarly you No. 2 has also not transferred or otherwise delivered the Share warrants or shares to my client against the amount paid by my client to you No 2. My client was legally and legitimately entitled to receive the share warrants or the share certificates for the amount which he has paid to you No.1 and vou No 2.

As you No 1 has neither issued or delivered allotment letter /allotment advice or share certificates to my client and you No 2 has also not delivered share warrants or transferred the shares against the amount paid by my client therefore you No. 1 and 2 in connivance with each other have duped, defrauded and cheated my client and thus has committed offence punishable under the Indian penal code and SEBI Act ,Rules framed there under and under the provisions of the Companies Act, 1956.My client states that in order to achieve your object to dupe my client you have fraudulently signed in the name of my client a consent letter on 3<sup>RD</sup> March, 2010.My client denies to have signed any consent letter on 3/3/2010. You with a oblique object to defraud and dupe my client and to

cause him monetary loss has created false documents to show and establish the consent of my client . You have not only committed criminal breach of trust but also committed offence for fabricating false document to cause monetary loss . You No.1 in connivance with you no.2 and your agent servant furnished incorrect information of the allotment made on 4/9/2008 to BSE and other authority. You have thus committed a offence punishable under the provisions of section 628 of the Companies Act, 1956.

Before initiating the criminal or civil action against you No 1 and 2 my client instructed me to call upon you to deliver the share certificates for 625000 shares for which my client has paid to you No 1 and You No 2. Accordingly I herby call upon you to deliver the same within a period of 10days from the date of receipt of this notice failing which my client shall be compelled to initiate legal action against both of you at your cost, consequences and risk.

Place. Ahmedabad Date .18/06/2010

(Rakesh Sharma)
Advocate.