

Dated 7th July, 2010

To

Mr. Suren M. Shah / Rakesh Sharma
Advocate
6, Parijat Apartments,
Ishwar Bhavan Road,
Navrangpura, Ahmedabad
Pin – 380009.

Sir,

This reply notice is being issued, on behalf of my clients M/s. Telecanor Global Limited and Mr. Maruti Ram Praturi, of Hyderabad, who have instructed me to reply to your notice dated 02.07.2010 and 18.6.2010, issued on behalf of your client Mr. Vimal Sarabhai Shah of Ahmedabad, as under:

That, instructions given by your client are incorrect and all the allegations made by your client in your legal notice dated 02.07.2010 are denied by my clients. Further your client is in habit of issuing false legal Notices one after the other, this action of your clients needs to be curtailed.

My client states that after allotment of share warrants within 18 months from the date of allotment, the share warrants are to be converted. There are 57,27,500 share warrants of Rs. 10/- each at a premium of Rs. 1.80 per share warrant were allotted on 04.09.2008.

My client states that, it is false that my client with an ulterior motive and with a view to defraud your client wrongly instigated and made your client to purchase 2,66,500 share warrants with consideration of Rs.11.80 per share and received a sum of Rs. 28,31,000/- towards consideration of warrants. It is your client approached my client for sale of share warrants which were already allotted in his favour. Further my client states that, your client had not been

allotted any share warrants directly by my client. Thus there is no fraud played by my client and there is no ulterior motive.

My client states that, it was agreed between your client and my client that the premium of Rs. 30/- per share warrant would be paid by your client to the second of my clients. That, believing the bonafides of your client, my clients had transferred 3 Lakhs share warrants in the name of your client and the same was also recorded in the records of my clients.

That, the share warrants were converted into shares in the meeting of the Board of Directors of my clients held on 3.3.2010. That, immediately upon the conversion and allotment, my clients had issued a share allotment advise to your client stating that the shares, which had been allotted to your client would be put in the de-mat account of your client immediately upon BSE giving the listing approval for the additional shares.

That, your client had received this allotment advise and had immediately disclosed details of his de-mat account number and requested the company to do the needful in transferring the de-mat shares into the account of your client. That, the first of my clients is still awaiting approval from BSE in relation to the listing of the additional shares issued to your client and various other share holders of the first of my clients on 3.3.2010.

That, the claim of your client that the consent letter sent by your client for conversion of share warrants to share is a fabricated document is incorrect and is denied by my clients. That, your client is, on one hand, claiming that the document is fabricated and on the other hand is claiming the right to 3 Lakhs

share of the first of my clients, which had been allotted to your client on the basis of the very same consent letter.

That my client further states that the allegation of lock in period is absurd and it is not applicable to the entire extent of shares allotted to the promoter.

That my client states that there is no cheating and forgery with your client and there is no irregularity and illegality and the claim of your client needs to be dropped.

That, your client admits that the total payment made to my clients is Rs. 28,31,000/- paid to TeleCanor Global Limited towards balance money @ the rate of Rs.10.62/- payable for of share warrants AND 39,75,000/- paid to Maruti Ram Praturi towards consideration of allotment of share warrants.

That, the aforesaid amount would have to be adjusted in the following manner:

Reimbursement of the share warrant allotment application money paid by my clients for 3 Lakhs Sharewarrants @ Rs.1.18 per share is Rs. 3,54,000/-, leaving an amount of Rs. 36,21,000/- to be adjusted with the premium of Rs. 90 Lakhs due to my clients.

That, in this view of the matter, your client is still due a sum of Rs. 53,79,000/- to my clients.

In these circumstances, your client is called upon to immediately remit the sum of Rs. 53,79,000/- to my client, failing which my clients would be forced to initiate appropriate action against your client for recovery of the same with interest @24% per annum.

R. RAGHUNANDAN
ADVOCATE