



Penguin Group (INDIA)

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Extracts of the minutes of the Meeting of Board of Directors of Penguin Books India Private Limited held on 22<sup>nd</sup> January, 2014 at the Registered Office of the Company situated at 11, Community Centre, Panchsheel Park, New Delhi - 110017

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**Authorization to sign the papers and documents related to DInanath Batra & Others v. Wendy Doniger & Others**

The Board was informed that there had been an ongoing litigation in respect of a book titled 'The Hindus' by Wendy Doniger and after discussions with the other Party and the lawyers, it was decided to look for settlement over the issue. For the purpose, it was

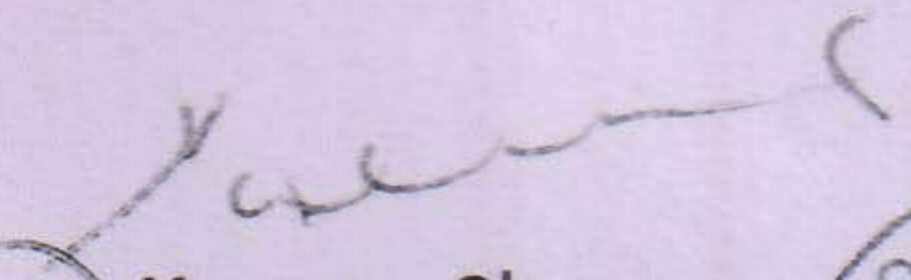
**"Resolved that** Mr Gaurav Shrinagesh, Director be and is hereby authorized to sign and execute applications, affidavits, documents, deeds and papers as may be required in the matters related to book titled "The Hindus" by Wendy Doniger, published by the Company.

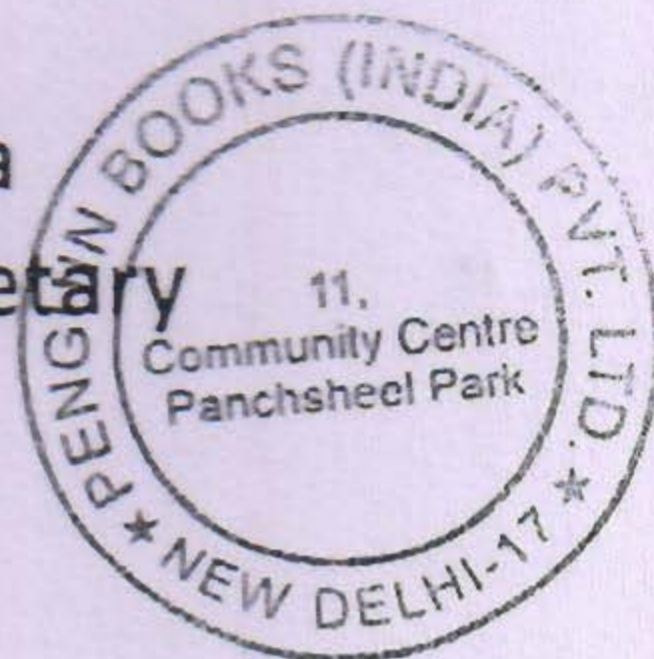
**Resolved further that** the Mr Shrinagesh be and is hereby authorized to do all such acts, things and to sign, verify, affirm pleadings, affidavit, declarations, vakalatnama, Power of Attorneys and any other documents that may be required for the purpose.

**Resolved further that** the certified copy of the resolution may be circulated under the signatures of any of the Directors or the Company Secretary."

Certified True Copy

For Penguin Books India Private Limited

  
Karuna Sharma  
Company Secretary



AGREEMENT ("Agreement") is made on the \_\_\_\_ day of February 4, 2014 and entered into:

**BY AND BETWEEN**

**"Sh. Dinanath Batra; Mr. O.P. Gupta; Sh. Sharvan Kumar; Samley Prasad; Mahesh Chander Sharma; Dr. Satish Chand Mittal (All Plaintiffs in the matter: Civil Suit No. 360 of 2011)"** represented by **Sh. Dinanath Batra**, at Shiksha Bachao Andolan Committee, Bal Mandir, G-Block, Naraina Vihar, New Delhi – 110 028 (*hereinafter referred to as the "First Party"*) which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and shall include all the Plaintiffs as mentioned in the Civil Suit No. 360 of 2011 at Saket District Courts, New Delhi and also their predecessors, successors, employees, legal heirs or any other persons duly authorized by the First Party to be part of the present proceedings.

**AND**

**Penguin Books India Pvt. Ltd. of 11, Panchsheel Park, New Delhi 110017** (*hereinafter referred to as the "Second Party"*) which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns);

(Jointly referred to as the "Parties")

**RECITALS:**


That the present agreement is made in respect of:

**"CIVIL SUIT NO. 360 OF 2011"** pending before the court of Additional District Judge at Saket District Courts, New Delhi; and

Several **other criminal complaints** that have been filed by the 'First Party' against the 'Second Party' before other authorities i.e. Police etc.,

NOW, THEREFORE, the Parties through mutual negotiation and consideration contained herein hereby agree as follows:

**TERMS AND CONDITIONS:**

1. The Second Party shall with immediate effect recall and withdraw all copies of the book "The Hindus: An Alternative History" written by Wendy Doniger (*hereinafter referred to as 'the Book'*) from the Bharat (Indian Territory);
  2. The Second Party shall hereinafter not sell, publish or distribute 'the Book';
  3. That all the recalled / withdrawn / unsold copies of 'the Book' shall be pulped by the Second Party at its own cost;
  4. The Second Party shall ensure that the Book is completely withdrawn / cleared from the Bharat (Indian Territory) at the earliest, and within a period not exceeding six (6) months, starting from the date on which this agreement is signed by the Parties;
  5. The Second Party submits that it respects all religions worldwide;
  6. In lieu of the above, the First Party have agreed to and shall withdraw with immediate effect, all the civil and criminal cases / complaints and any other actions initiated under the relevant laws against the Second Party, Wendy Doniger and Penguin (USA) Inc. (Defendants in civil suit no. 360 of 2011) and give a written confirmation in this regard;
  7. This Agreement has been entered into by the parties on their own free will and after carefully reading and understanding the terms and conditions mentioned herein;
  8. This Agreement shall be governed by the laws of India.
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AGREED AND SIGNED BY:

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4.2.2014  
FOR AND ON BEHALF OF  
FIRST PARTY

G Shrivastava  
FOR AND ON BEHALF FEB 4, 2014  
SECOND PARTY

WITNESS:

1) (Name and Signature) Suraj Bhan Chauhan SURAJ BHAN CHAUHAN

2) (Name and Signature) Randhir Kanodia  
04-02-2014 RANDHIR KANOJIA

ANNEXURE - A

1. CRIMINAL COMPLAINT (DD NO. 13B) DATED 29. 4. 2010 BEFORE HAUZ KHAS POLICE STATION, NEW DELHI
2. CRIMINAL COMPLAINT (DD NO 308) DATED 14. 11. 2013 BEFORE HAUZ KHAS POLICE STATION, NEW DELHI
3. CIVIL SUIT NO. 360 OF 2011 PENDING BEFORE THE COURT OF ADDITIONAL DISTRICT JUDGE AT SAKET DISTRICT COURTS, NEW DELHI

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4.2.2014

G Shrivastava  
Feb 4, 2014