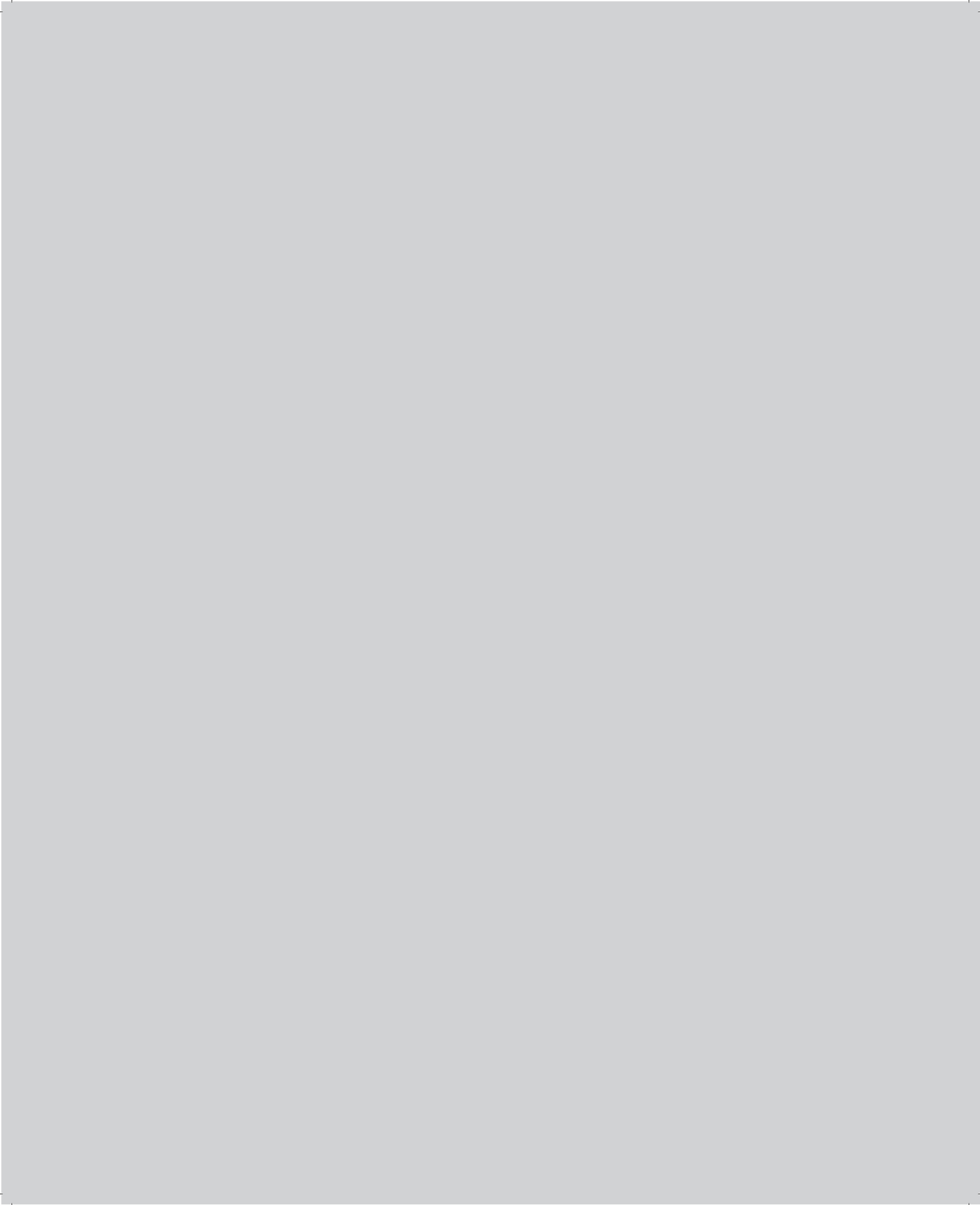




The Boomerang
C'est lavie



MEMBERSHIP INFORMATION





Jaypee Greens cordially invites you to experience membership at The Boomerang, situated within Jaypee Greens Wish Town Sec 128, Noida. Walk into the club and step into the world of joyous living. It's not just a club; it's a dream lifestyle that befits only the discerning few.

Surrounded by a sea of natural green, the building itself is a masterpiece of architecture. As you enter, spend a minute or two admiring the scintillating view. Walk on and be inspired by the immense range of fitness, recreational and entertainment options provided. Spend a moment or two in quiet contemplation –after all, there's lot to choose from.

You may opt to spend a quiet evening enjoying the culinary delights served at the multi cuisine restaurants or at the library pondering over its wide choice of books. If its activity you hanker after, you may opt to workout at the state-of –the-art gymnasium or sweat it out over a game of basketball, squash or badminton.

Else, you can beat the heat with a relaxing swim in the pool.

Or simply sit back and soak in the atmosphere with a therapeutic therapy or massage. Experience sheer bliss in anything you choose to do. If there is heaven on earth, this is where it is.

MEMBERSHIP TERMS & CONDITIONS

1. Boomerang, the Club (hereinafter referred to as "**the Club**") located at Jaypee Greens Sector-128, Noida, U.P, is run by Jaiprakash Associates Limited, (**the "Company"**) a company incorporated under Companies Act, 1956 having its Registered Office at Sector 128, Noida - 201 304 (U.P).
2. The application for the membership to the Club ("**Membership**") may be made as per the prescribed format ("**Application Form**"). The Membership is subject to these Terms and Conditions ("**Terms and Conditions**"), the rules and regulations made thereunder and as amended from time to time and as notified to the members by putting up a copy thereof at the Clubhouse or any other suitable place (**Rules & Regulations**). The Terms and Conditions include the fee structure ("Fee Structure") as of the date thereof as amended from time to time by the Management appurtenant thereto.
3. The Club is a proprietary Club and belongs to the Company.
- ft. The management of the Club vests exclusively to the Board of Directors of Jaiprakash Associates Ltd. and its authorized executives and employees who in these Rules and Regulations are referred to as "**Management**". The Management reserves the right to reject or to conditionally accept the Application Form without assigning any reason whatsoever. A member ("**Member**") is a person whose Application has been accepted by the Management on payment of full membership fees as described herein.
5. A Member has the right to use the facilities provided by the Club on the days and during the time as has been specified by the Management. The Management may further designate areas as "Clubhouse" or "Pool Side" etc.
6. **Eligibility:**
Members have an option to choose any one of the following two categories of Memberships:
 - i) The membership of the club is open to all the residents/allottees of residential units at Jaypee Greens Wish Town, Noida.
 - ii) A Corporate (a Company, firm, society or a Trust) who is allottee/owner of any residential unit at Jaypee Greens Wish Town, Noida shall be eligible to request for Membership and shall be eligible to nominate only one person for use of the facilities of the Club on its behalf.
 - iii) No Individual Member or Nominee who has been declared to be an un-discharged insolvent or has been convicted by a court or is below 21 years of age shall be eligible for the Membership or the nomination to the Club.
 - iv) Applicants who are not residents/allottees of a residential unit at Jaypee Greens, Wish Town, Noida may be considered on individual case to case basis.
7. **Admission Procedure:**
All applicants seeking membership are required to submit the duly filled in Application Form complete in all respects. Management of the Club has the absolute right to accept or reject any application for Membership at their sole discretion without assigning any reason whatsoever and the applicant shall have no right to challenge the decision of the Management.
8. **The Club Fee:**
 - i.) Applicants are required to pay:
 - a) a one time entrance fee ("**Entrance fee**") as prescribed in the Fee Structure.
 - b) one time interest free security deposit (**Security Deposit**) as prescribed in the Fee Structure.
 - c) monthly recurring charge ("**Monthly Fee**") as prescribed in the Fee Structure. The Monthly Fee for the first year is payable in advance at the time of application and on six monthly basis in advance for subsequent periods.
 - d) such other charges as may be notified from time to time by the Management.
 - ii) Security Deposit is refundable only after the expiry of term of Membership or on the surrender / termination of Membership (subject to a minimum lock-in period of 3 years for life Membership). Processing time for refund of Security Deposit is six (6) weeks from the date of the termination / surrender of Membership, as the case may be.
 - iii) All refund will be made in Indian Rupees only.
9. **Membership Rights:**
 - i) (a) **Nomination by Corporate Members:** A Corporate Member may nominate any one person to avail the Club facilities. Nominations can be changed during the tenure of Membership by making an application to the Management along with a copy of the Resolution passed by the Board of Directors of the Company which is the concerned Corporate Member or a request letter signed by all partners of the firm which is a Corporate Member and upon payment of applicable renomination fee as may be fixed by the Management from time to time.
 - (b) **Nomination by Individual Members:** A Member shall have right to nominate his tenant (related to his residential unit at Jaypee Greens, Wish Town, Noida) to use the facilities of the Club on his behalf for the tenancy period upon payment of a nomination fee.
 - ii) **Entitlement:** Subject to the Rules and Regulations made in this regard the Club facilities are available to spouses and the children of the Individual Members and the Nominees. Children for the purposes of this clause means a girl/boy until she/he attains the age of twenty one years or if she/he ceases to be financially dependent on their parents who are Members or Nominees, whichever is earlier (hereinafter referred to as "Eligible Children").

- iii) **Guests:** Guests, of the Members/ Nominees shall be permitted to use the facilities of the Club (except on certain specified days as mentioned in the rules and Regulations or as may be notified from time to time by the Management). The concerned Member/Nominee shall be charged a fee as specified in the Fee Structure or as notified by the Management from time to time, for the use of the facility of the Club by the guests of such Members/Nominees.
- iv) **Membership Card:**
 - (a) Each individual Member/Nominee, his/her respective spouse and eligible Children shall be issued Photo Identity Card by the Management which will be required to be produced on demand by the Management or by any person authorized by the Management in this regard.
 - (b) Loss of the Photo Identity card must be reported to the Management immediately. Fresh cards shall be issued on payment of Rs. 1000 per card.
 - (c) The Photo Identity Cards of concerned Eligible Children must be surrendered to the Management as soon as the child ceases to be eligible.
 - (d) Whenever a Nominee ceases to be eligible under these Terms and Conditions or has been removed or replaced by the concerned Member, the said nominee must surrender the Photo Identity Cards including those of his/her spouse and Eligible Children to the Management immediately.
 - (e) In the event a spouse ceases to be a spouse by operation of law or otherwise, the Management must be immediately informed of the same and the Photo Identity Card of the spouse must be surrendered by the Individual Member or Nominee to the Management immediately.
 - (f) If any card which is required to be surrendered to the Management is not surrendered for any reason a charge of Rs. 500 per card shall be levied.
- VI) Access to Golf Course at Jaypee Greens,Wish Town,Noida shall only be available to the Members who are residents/allottees of a residential unit at Jaypee Greens,Wish Town,Noida.

10. Use of the Club and other facilities:

- i) Entry of pets within the premises of the Club is strictly prohibited.
- ii) Smoking and consumption of alcoholic beverages is permitted only in the designated areas as specified by the management or as stated in the rules and regulations.
- iii) Playing various games such as cards is restricted only to certain designated areas and during certain hours as specified by the Management or as present in the Rules and Regulations.
- iv) Possession of firearm, ammunitions and weapons of any kind whether licensed or not within the Club premises is strictly prohibited.
- v) Food and beverage will be supplied by the Club at rates as may be fixed from time to time by the Management. Catering by outside agency within the Club premises is not permitted, except with the prior permission of the Management.
- vi) Users of the Club are not permitted to give any monetary or non-monetary benefits to any staff members of the Club. A service charge will be added in the bills relating to food, soft and alcoholic beverages and other items.
- vii) Children below 12 years of age will not be allowed entry in the Club unless accompanied by an adult Member or guest of a Member admitted to the Club by the Member who himself is entitled to use the Club facilities.
- viii) Individual Members or Nominees are requested to authorize their Eligible Children, in writing, to sign any purchase authorization slips or bills without which the Club will not entertain any such slips/bills signed by the Eligible Children.
- ix) The Management reserves the right to verify the identity of all persons entering the premises to ensure that only Members, their spouses, Eligible Children and guests of such Members are admitted.

11. Payment for Services & Facilities:

- i) Payments for all services and facilities including food, beverages, liquor, hiring of equipment, caddies and guest charges etc. are required to be made in advance by cash or approved credit cards only to the person designated by the Management.
- ii) All Individual Members and Nominees are required to pay monthly subscription fee as fixed from time to time irrespective of the usage of the Club. The monthly fee is payable w.e.f. the date of acceptance of the Membership by the Management and has been specified in the Fee Structure
- iii) The Management of the Club shall provide sports and/or other equipments that may be used subject to the availability, Rules and Regulations made in this regard. The use of these equipments will be at the users own risks and responsibilities. Any damage/loss to such equipments or parts thereof is to be made good by the user. Members will be solely responsible for settlement of bills on this account.
- iv) All charges incurred by spouse, eligible children, guests will be debited to the account of the concerned Member.
- v) In the event of non-payment of dues by Members/Nominees within 30 days from the due date of payment, interest @ 1.5% per month or part thereof will be charged and if the dues are not cleared within 90 days from the due date of payment, the said Member/Nominee, his/her respective spouse and the Eligible Children may not be permitted to use the Club facilities and in addition the Membership is liable to be terminated at the sole discretion of the Management. The Management is not liable to issue individual notice to the defaulting Members/Nominees in this regard.
- vi) In respect of the amounts payable by a Nominee, the concerned nominee and the Member shall both be jointly and severally liable towards the Club.

12. Alteration in Facilities:

The Management shall have the sole discretion to make additions, modifications, reductions and elimination in all or any of the facilities of the Club.

13. Dress Code:

- i) It is expected that all the users of the Club facilities shall follow the dress code as indicated in the Rules and Regulations of the Club.
- ii) Dress code for the dining and lounge area may be casual. However, such dress code may be made formal from time to time by the Management for special occasions and functions. Swimming, jogging, gym, athletic or other types of shorts are prohibited in the areas other than the designated places as provided for in the Rules and Regulations.

14. Loss, Damages or Injuries:

- i) The use of the facilities of the Club is entirely at the risk and responsibility of the individual Members or Nominees and/or their respective guest, spouse, or eligible Children who use such facilities ("User"). The Management of Club shall not be liable for any injury, damage or loss caused to the Users of the Club during the course of their visits to the Club or due to use of the Club facilities.
- ii) All the users of the Club are warned of high-speed balls which may cause grievous injuries/death or loss of property. Further it shall be the duty/obligation of every Member/ Nominee to warn their respective spouses, guests, eligible children of such danger /risks before entering Club. All such Users shall be presumed to have understood the risks inherent and consented to their exposure to all the risks naturally incidental to their presence on the Club. All the Users shall enter the Club at their own risk and responsibility and the Management shall not be responsible for any consequences whatsoever. No one is allowed to venture into the Golf course for purpose other than to play golf.
- iii) Every user will be fully liable for any damage caused to the property of the Club or to the person or property of any employee of the Club or to any other User of the Club, resulting directly or indirectly from their action. Compensation for such damage will be fixed by the Management alone and shall be recoverable from the concerned Nominee or the Member.
- iv) The Members of the Club shall fully indemnify and hold harmless Company, its directors, officers and employees for any liability, loss or damage from third parties resulting from the acts or omissions of such Members.
- v) Any action for indemnification by the Management is without prejudice to any other legal action that the Management may initiate in this regard.

15. Effect of Events Beyond Management Control:

The Management shall not be responsible or liable for not performing any obligation or undertaking given to the Members, if such performance is prevented, delayed or hindered by an act of God, fire, flood, explosion, earthquake, war, riot, terrorist act, sabotage, inability to procure or general shortage or energy, labour, equipment, facilities, material or supplies, action of labour unions, due to enactment of any law or issue of any directive by any Government or Public Authority or by a Competent Court or any other cause not within the control of the Management. The Management is further absolved from any liability towards any user of the Club arising from any act beyond the control of the Management of the Club.

16. Construction, modification, demolition of structures and building:

The Company shall be free to alter any existing structure or building and to construct any building including hotels, villas, commercial plazas, etc. on and/ or on the periphery of the Golf Course and/or in the vicinity of the Club with the permission of the appropriate authorities and that the Member/ Nominee shall have no right to object, obstruct or create hindrance or dispute or raise any claims in respect thereof.

17. Compliance by Non-resident Indians members:

- i) Members who are non-resident Indian shall be solely responsible for complying with the required formalities as laid down in Foreign Exchange Management Act 1999 or any statutory re-enactment or replacement, and Rules made there under and all other applicable laws for the time being in force governing the remittance of payments to the Club.
- ii) The applicants and Members shall be solely responsible for violations if any, under the aforesaid laws and the Club accepts no responsibility in this regard. Such members shall keep Company and the Management fully indemnified and holds Company harmless in this regard.
- iii) In the event of the failure on the part of a person to comply with aforesaid laws and rules, the Membership is liable to be cancelled by the management.
- iv) The applicants and Members shall be responsible for providing to the management necessary permissions/ approvals as applicable, prescribed under aforesaid laws.

18. Suspensions of Play:

The Management reserves the right to suspend the right of some or all of the Members to enter any specific designated area in the Club or to play the game in order to facilitate conduct of any tournaments and events from time to time. No user shall have any right whatsoever to challenge the decision of the Management in this regard.

19. Game Rules:

Detailed rules governing the playing of any game will be given separately and will be notified by putting up a copy thereof at the Club House or any other suitable place.

20. Transfer of Membership

Membership is transferable to another eligible Individual/Corporate subject to the transferee being approved by the management and the transferee paying the then prevailing one time Membership Entrance Fee. The Interest free Security Deposit of the existing Member would stand transferred to the name of the transferee. The transferor Member has to apply in writing to initiate such a transfer. Transfer by a non-resident Indian shall be subject to the applicable provisions of the laws in India.

21. Termination of Membership:

- i) The Management may terminate the Membership of any Individual Member in the event of any individual Member or any of his guests, the Individual Member's spouse or Eligible Children contravene the Terms and Conditions or any Rule and Regulation and may at its sole discretion forfeit the interest free Security Deposit.
- ii) In the event any Nominee of a Member or any of their guest, or the Nominee's spouse or Eligible Children contravene the Terms and Conditions or the Rules and Regulations the Member may be required by the Management to withdraw such Nominee immediately, failing which the Management reserves the right to terminate the Membership of the concerned Member.

22. Death of Member:

Upon death of an individual member, the legal heir shall alone be entitled to get the refund of interest free Security Deposit after deducting all the outstanding dues of the deceased Individual Member. Alternatively, the legal heir, if eligible, can opt for membership, in pursuance and compliance of Clause 20 above, subject to Company's approval.

23. Terms and Conditions not Exhaustive.

These Terms and Conditions or the Rules and Regulations framed thereunder are not exhaustive and the Management shall have the sole discretion to add, amend or delete them from time to time and all such additions, amendments will be notified by displaying them on the notice board of the Club and shall become binding immediately on all the users of Club.

24. Interpretation of Terms and Conditions:

In these rules unless there is anything repugnant in the subject or context:

- a) Words importing the masculine gender shall be taken to include females; and
- b) Words in the singular shall include the plural, and vice versa.

25. Arbitration:

It is agreed to and undertaken by the Members that any difference or dispute that may arise by and between them and the Management in the interpretation of these Terms and Conditions or other incidental matter arising out of the Terms and Conditions, shall be resolved as far as practicable through mutual negotiations failing which the matter would be referred to arbitration. Arbitration shall be conducted by a sole arbitrator appointed by the Chairman of Jaiprakash Associates Ltd. The arbitration shall proceed in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall give a reasoned award. The venue of the arbitration shall be New Delhi.

(Signature of Applicant)

Full Name

APPLICATION FORM

(PLEASE USE BLOCK LETTERS • PLEASE STRIKE OUT WHICHEVER IS NOT APPLICABLE • PLEASE TICK APPROPRIATE BOX, WHICHEVER APPLICABLE)

To,
Jaiprakash Associates Ltd.
Sector-128,
Noida -201 304.

Dear Sirs,

I/ We hereby apply for the Membership of Boomerang, The Club, at Jaypee Greens, Sector-128, Noida for fixed terms of one / two / five / ten years / life membership in terms of Membership Terms and Conditions for the Club. The details are given below:

CLASSIFICATION OF APPLICANT

Individual

Corporate

NRI

APPLICANT DETAILS

INDIVIDUAL MEMBERSHIP (INCLUDING NRIs)

a) Allotment Details:

Name of the Allottee:

Unit No.:-

b) Applicant Details:

Mr. / Mrs. / Ms. _____

Occupation _____ PAN / GIR No. _____

Date of Birth _____ Nationality _____

Passport No. _____ Valid Upto _____

Place Of Issue _____ Date Of Issue _____

Permanent Address _____

City _____ Code _____

Country _____ Telephone _____

Present / Mailing Address _____

City _____ Pin Code _____

Country _____ Telephone _____

Fax _____ Mobile _____

E-mail _____

(Signature of Applicant)

BUSINESS DATA

Name Of Employer _____

Designation _____

Nature Of Business Of Employer _____

Address _____

City _____ Pin Code _____

Country _____

Telephone _____ Fax _____

E-mail _____

SPOUSE

Name _____

Date Of Birth _____

Date Of Anniversary _____

Nationality _____

E-mail (Optional) _____

CHILDREN (BELOW AGE 21)

Name _____

Date Of Birth _____

Nationality _____

E-mail (Optional) _____

Name _____

Date Of Birth _____

Nationality _____

E-mail (Optional) _____

(Note : Particulars of additional child can be attached on separate sheets as per above format. Two copies of photographs for each is mandatory without which application for membership will not be processed.)

(Signature of Applicant)

CURRENT CLUB MEMBERSHIP

a). Club Name _____ City _____

Type Of Membership _____ Member Since _____

Sports Played _____

b). Club Name _____ City _____

Type Of Membership _____ Member Since _____

Sports Played _____

FINANCIAL DATA (OPTIONAL)

Credit Card 1 _____ Date Of Expiry _____

2 _____ Date Of Expiry _____

Bank Account Details (Discretionary) _____

CORPORATE MEMBERSHIP

a) Allotment Details:

Unit No.:-

b) Applicant Details:

Company / Firm Name _____

Place Of Incorporation _____

Nature Of Business _____

Registered Office / Address _____

City _____ Pin Code _____

Country _____

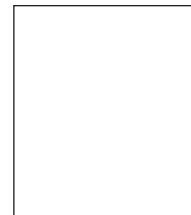
Telephone _____ Fax _____

E-mail _____ PAN _____

(Signature of Applicant)

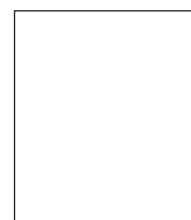
NOMINEES, SPOUSES & CHILDREN

Name Mr. / Mrs. / Ms. _____
Designation _____ Date Of Birth _____
Residential Address _____
City _____ Country _____
Telephone _____ Mobile _____
E-mail _____



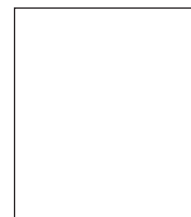
SPOUSE

Name _____
Date Of Birth _____
Date Of Anniversary _____
Nationality _____



CHILDREN (BELOW AGE 21)

Name _____
Date Of Birth _____
Nationality _____
Name _____
Date Of Birth _____
Nationality _____



Note : Particulars of additional nominee and child can be attached on separate sheets as per above format. Two copies of photograph for each is mandatory without which application for membership will not be processed.

(Signature of Applicant)

NOMINATION

I/ We/ M/s. _____ hereby nominate the following persons who will use the facilities of Boomerang at Jaypee Greens, Noida on my/our behalf. Full particulars relating to them and their family members are given above.

1. NAME _____ DESIGNATION/RELATIONSHIP _____

Note :

- (i) The aforesaid nominee and his/her spouse and children will be entitled to use the facilities of the Club only so long as he/she remains nominee of the Member nominating him/her.
- (ii) A certified copy of the Memorandum and Articles of Association/Partnership Deed and the latest Annual Report may please be attached in case of Corporate Membership.
- (iii) A certified copy of the tenancy agreement may please be attached in case of a tenant being nominated by the Member.

Authorized Signatory / Signature of Partner

Full Name
(Designation & Stamp / Seal)

DECLARATION AND UNDERTAKING APPLICABLE TO ALL CATEGORIES OF MEMBERS

I/We hereby declare that I/We

- Am/are applying for the membership of the Club after being fully satisfied about the quality and quantity of facilities of the Club and after going through the Membership Terms & Conditions for the Club and being satisfied in all basis in my/our own judgment.
- Have not been influenced by anything extraneous including any oral assurances given by any person connected with the Club.

I/We hereby agree to pay

- The Monthly Subscription Fee as fixed by the Management from time to time which is payable in advance.
- Renomination fee applicable from time to time.
- Price of facilities, food, beverages and liquor, etc. (including guest charges) availed or consumed by us / our nominees, guests, spouses and children, debited by the Club to our account.

I/We agree to surrender the photo identity cards issued to

- The children on their attaining the age of 21 years.
- The nominee, his/her spouse and children if he/she ceases to be a nominee.

(Signature of Applicant)

I /We

- Have fully read & understood the current Terms & Conditions of the Club and agree to abide by the same without any reservation.
- Accept that in the event of my / our application being rejected, all monies paid by me / us if any, shall be refunded without interest within 30 days.
- Agree to be fully liable for the violation of the Rules & Regulations as stipulated therein.
- Have sought detailed explanation and clarifications from the management in respect of this application, fully conscious of my/our liabilities and obligations.
- Assure the Management that in the event of total cancellation/abrogation of the rules & regulations. I/We shall accept the decision of the Management and shall not dispute or challenge such cancellation/abrogation.
- Am/are aware that the Management Of the Club has the absolute right to accept or reject my / our application for membership without assigning any reason and I/We shall not challenge the decision of the management.
- Am/are aware that the Club is located on the land leased by Yamuna Expressway Authority for 90 Years starting from 17.04.2003.

I / We enclose herewith a cheque/demand draft of Rs. _____ in favor of Jaiprakash Associates Ltd.,
 Bearing No. _____ dated _____ drawn on _____ towards membership fees for Mr. /
 Mrs. /Ms. _____.

 (Signature of Applicant)

 Full Name

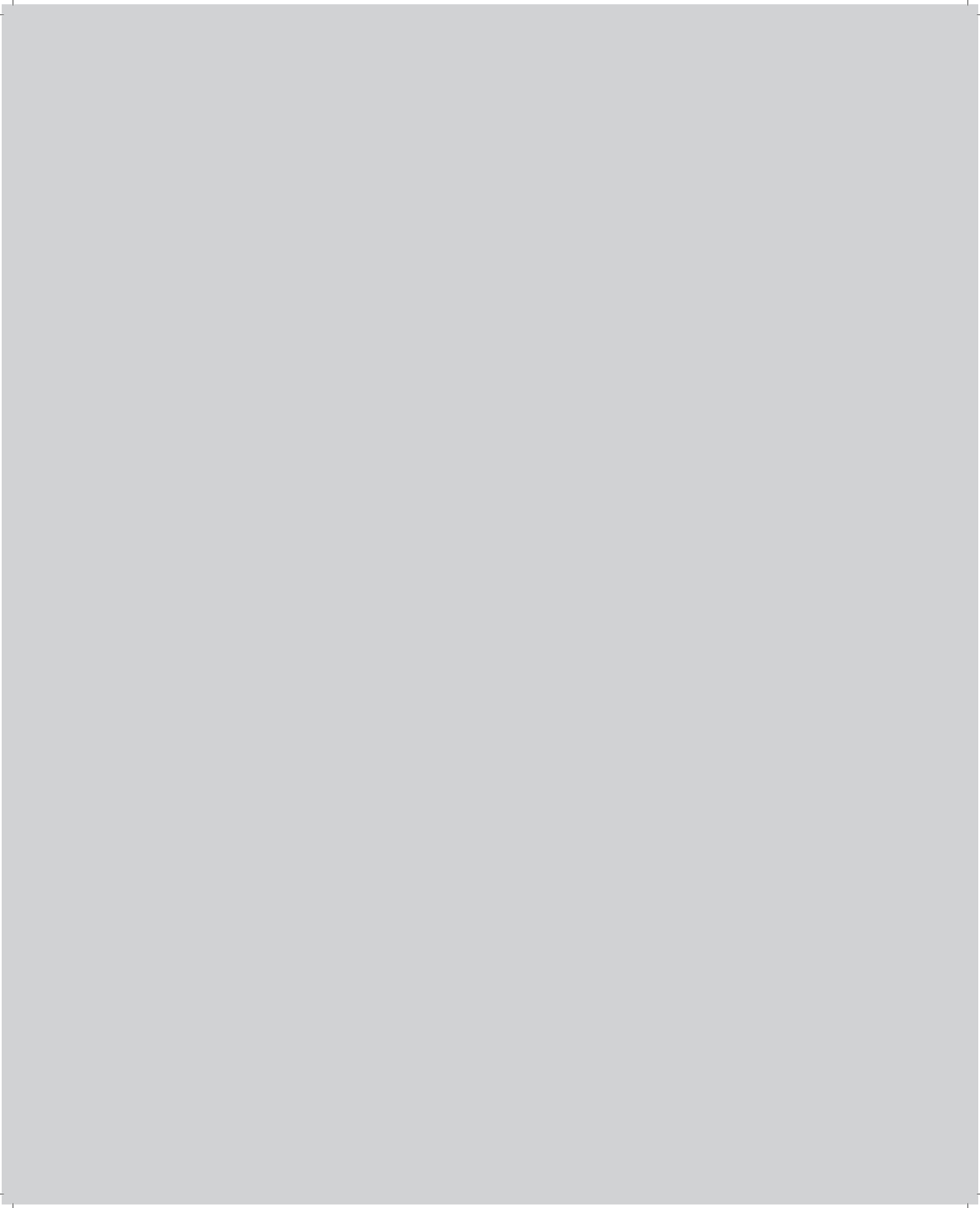
Dated _____

FOR OFFICE USE ONLY

Membership Number _____
 Date of Expiry _____
 No. of cards eligible _____
 Signature _____

(SALES)

(FINANCE)





JAYPEE GREENS

Another Place . Another World .

NOIDA

Regd Office: Jaiprakash Associates Limited, Sector 128, Noida – 201 304 (U.P), India

Jaypee Greens, Noida

Sector 128, Noida – 201304 (U.P.), India.

Phone: +91 120 4609090 / 1 / 2 • Fax : + 91 120 4609160 • Mobile: +91 9999988901 / 2

E-mail: wishtown@jaypeegreens.com Website: www.jaypeegreens.com