

General Terms & Conditions

ASIAN DUPLEX TOWN LTD- a parallel company with ASIAN TOWN DEVELOPMENT LTD. under the same Management is the exclusive developer and builder for planning, implementing and allotment of all facilities of the “ASIAN DUPLEX TOWN”: a modern and luxurious Duplex Housing Complex. All the features & facilities are described in detail in this brochure on “ASIAN DUPLEX TOWN”.

1. Applications for allotment of Duplex Home along with the demarcated land in ASIAN DUPLEX TOWN (the project) should be made on the prescribed application form duly signed by the applicant/s along with the Booking Money. However, ASIAN DUPLEX TOWN LTD. (the company) reserves the right to accept or reject any application without assigning any reason thereto.
2. On acceptance of an application, the company will issue an allotment letter/confirmation letter in company’s letter head pad with specific terms and conditions to the applicant. The applicant/ allottee shall then start making payment as per the schedule of payments. Allotments are made on “first come first served’ basis.
3. ASIAN DUPLEX TOWN LTD. and the ALLOTTEE will be required to execute and agreement for safeguarding the interest of the allottee/s as well as the company.
4. All payments (like booking money, down payments and other charges) shall be made by Bank Draft/ Pay Order/ A/C Payee Cheque in favor of “ASIAN DUPLEX TOWN LTD.” for which respective receipt will be issued by the company. Non Resident Bangladeshi Buyers shall remit payments through TT or DD to same account.
5. Payments of Installments and all the charges must be made as per agreed payment schedule. Delay of payments beyond the due date will make the allottee/s liable to pay a delay charges at the rate of 5% per month on the amount of payment delayed. If the payment is delayed beyond 60 days the company shall have the right to cancel the allotment giving a notice of 15 days. In the event of cancellation of allotment or surrender of allotted property at any time, the booking money will be forfeited and 10% of the paid amount along with documentation charge will be deducted from the amount paid; the balance amount will be refunded to the allottee (s) within 120 days after the date of cancellation.
6. Utilities and service charges such as security deposits, taxes, VATs, stamp duties, registration fees, documentation charges, land/ road maintenance (cutting/fitting for service line connection/ repair) costs, miscellaneous charges & other incidental expenses relating to gas, water, sewerage and electricity connections, individual house plan approved by Rajuk etc. are not included in the price of Duplex House. The company will make these payments directly to the authorities concerned and allottee/s shall pay the same to the company.

7. The ALLOTTEE being known and understood about the provisions and limitations of Duplex House Township as to be provided in the ASIAN DUPLEX TOWN likewise the other private house townships commonly built in the cities of the developed countries, shall declare and affirm that he/she shall follow the rules and regulations of this township and shall neither change after or modify the design and plan of his/her house which affects the external configuration and & appearance of the house, nor he/she shall construct, erect or build any kind of object or establishment within or outside of his/her premises which might affect the landscape configuration of the said township.
8. The company reserves the right to make any change in the design both Architectural and Structural of the buildings if it is necessary and expedient in the interest of the project. The Allottee, however, may request for any interior modification (without changing the location and orientation of the stair, bathrooms and kitchen nor hampering even a mirror to external view of the building) for his/her demised house in writing, but Company reserves the right to accept or reject of Allotte's request.
9. The Allottee should be respectful to the common interest rather than his/ her personal interest/ benefit in using the premises and facilities of the township. He/she should help the society to create and maintain the green and healthy environment within and outside of his/her premises. No way, any House Owner should be allowed any domestic animal e.g. cow, goat and similar or other ferocious animals disturbing and harmful to the neighbors; unless otherwise stated specifically in the rules and regulations of Governing Authority.
10. The possession of the demised property in the ASIAN DUPLEX TOWN shall be duly handed over to the allottee/s within the stipulated time. The handover shall only be made after the payments of installments and other charges in full. Prior to this, the possession will remain with the company.
11. The completion period of the project may be affected by unavoidable circumstances which is beyond the control of ASIAN DUPLEX TOWN LTD. like force majeure, natural calamities, political disturbance, materials scarcity or price escalation, strikes, acts of God or change in the fiscal policy of the state etc. for which the Company will take minimum grace period to complete the project. In such a circumstance, the time of handing over should be extended according to the mutual understanding between both the parties.
12. Transfer of Ownership of the demised home along with the demarcated land will be registered in favor of the allottee/s as per the current rules and regulations of the country only after completion of the its construction and finishing works of all aspects. Under no circumstances the possession of the demised property shall be delivered to the allotte/s before the completion of its construction and development. Nor shall be the possession of the demised house be given to the allottee/s unless all payments required to be made in full according to the payment schedule as mentioned in the Deed of Agreement. All the costs and charges pertaining to transfer of Ownership such as stamp duties, fees, taxes VATs, documentation charges, incidental charges etc. shall be borne by the allottee/s.
13. ASIAN DUPLEX TOWN LTD. will form an association for effective management and maintenance of the township ASIAN DUPLEX TOWN. Each

house/ plot owner shall be willing to become a member and will abide by the rules framed by the association in the common interest. Every house/ plot owner should initially deposit Tk. 50,000/= (Taka Fifty Thousand Only) to the association to create a reserve fund for maintaining management expenses of the estate. The Company, through the association will manage & upgrade all the common utilities and other facilities of the project from time to time, for which, the house/ plot owner will have to pay a certain amount of money to the association. But, before completion of construction and development work of the houses and common areas of the project, in all respect, the allottee shall not be engaged into any association or society related activities whatsoever.

14. If, in any case, the implementation of the project “ASIAN DUPLEX TOWN” is abandoned or the allottee house cannot be delivered for the reason beyond control of ASIAN DUPLEX TOWN LTD., the Company will refund to the allottee/s the booking money, down payment and all installments deposited within 180 days from the announcement made to this effect. In this eventuality, the allottee/s will not entitle to claim any interest or demurrage whatsoever.

Note:

1. Applicants are required to read the above General Terms & Conditions minutely and put their signature as acceptance while applying for allotment.
2. This General Terms & Conditions are the integral part of the Deed of Agreement.

General Disclaimer:

The information contained in this brochure and plans are subject to change as may be required by the authority or the project architect. All measurements are approximate. All illustrations are artists' impression only. Furniture in the layout plans are only for the clear understanding of the usability of the spaces and are not included with price of the house.