

Company Overview

NARANG REALTERS PRIVATE LIMITED is an online marketplace that connects buyers and sellers of construction products across India. Our platform provides a convenient way for consumers and businesses to purchase a wide variety of high-quality building materials from verified suppliers and manufacturers. Our platform provides a wide range of different products and also major construction product categories are available on our platform which includes but not limited to marble, sand, stone, steel & other metals, bricks, blocks & masonry, tiles & flooring, sanitary ware & bathroom fittings, electrical & wiring supplies, hardware & tools, paints, sealants & waterproofing, roofing & insulation, and landscaping & outdoor materials.

Terms and Conditions

By visiting this site or using any vendor services, you accept these site terms. Please read them carefully. In addition, when you use any vendor service, you will also be subject to any additional agreements, policies, and guidelines governing your use of that vendor service (collectively, the "additional terms"). In the event of a conflict between these site terms and any additional terms, the additional terms will control.

User Eligibility and Registration

The use of the Platform is available only to persons who can form legally binding contracts under the Indian Contract Act, 1872. Minors, undischarged insolvent, and others who are 'incompetent to contract' within the meaning of the Indian Contract Act, 1872, are not eligible to use the Platform. If you are a minor (under the age of 18 years), you shall not register as a Seller on the Platform, transact or use the Platform.

Only registered sellers who meet our criteria are allowed to list products on the NARANG REALTERS platform. This includes verification of business licenses, quality certifications, manufacturing capabilities, and other checks. NARANG REALTERS PRIVATE LIMITED reserves the right to terminate your registration and/or refuse you access to the Platform if it is brought to our notice or discovered that you are under the age of 18 years.

Account and Registration Obligations

In the course of your use of the Platform, you agree to furnish your details and information as requested by us from time to time, including, but not limited to, the following information to register as a Seller:

- Seller Complete Name
- Seller Complete Address
- Seller Complete Contact details
- Seller Grievance Officer details for Consumer Complaints
- Phone number
- Email Address
- GSTIN
- PAN
- Business PAN
- Pincode
- Pick-up Address
- Registered Address - Principal geographic address of its headquarters and all branches
- Bank Account Details
- Account Holder Name
- Canceled Cheque
- Signature
- Display Legal Name
- Legal Name / Trade Name
- Contractual information (SLA)
- Total price in a single figure of any goods / service (break up price / charges, if any)
- Relevant details of goods including Manufacturer / Packer / Name and Complete Address
- Relevant details of imported goods including Name and details of Importer with correct Country of Origin (Country's full name)
- Relevant guarantees or warranties applicable to all goods / services you are selling on the platform

Order Placement and Processing

The Website allows Users to place orders for the products listed by Suppliers on the Website, and the website, subject to this Agreement, facilitates the placement of orders for the products by the Users.

On receipt of an order from a User, the Company shall send electronically a confirmation of such order to the Supplier and the User concerned. Further, the Company may inform the User about the availability or unavailability or change in price of the order as informed by the Supplier concerned, from time to time. Confirmation of the order by the Supplier shall be treated as final.

The Company does not own, sell or resell any products on its own and/or does not control the Suppliers and only facilitates the transaction between buyers and sellers, including User and Supplier, as a 'marketplace'. The Company makes all reasonable efforts to promptly update the User's account and other information to facilitate the transaction completion. Hence, Users are required to provide current, complete, and accurate purchase and account information for all purchases made on the website.

Payment

Users can pay for orders using various payment methods, including credit/debit cards, UPI, net banking, cash on delivery, and digital wallets. Payments are securely processed through PCI-DSS compliant gateways.

The Users acknowledge and agree that the Company may, at the request of the Supplier or the Reseller, act as the payment agent for the limited purpose of accepting payments on behalf of such Suppliers and Resellers. The Users understand, accept, and agree that the payment facility provided by the Company is neither a banking nor financial service but is merely a facilitator providing a third-party payment processor for the transactions on the Application. Further, by providing a payment facility, the Company is neither acting as a trustee nor acting in a fiduciary capacity with respect to the transaction or the transaction price. The Company will not be liable for any charges made by the Users' bank in relation to payment of the total amount.

The vendor will get 30 days of the credit from the company for the payment and the due transaction should be completed before the 30 days of the provided line of credit.

Seller Action Framework

NARANG REALTERS may take appropriate action against the Seller for non-compliance with any applicable laws as stipulated in this Terms of Use or otherwise applicable to the Product listed by the user. This may include but

shall not be limited to delisting or blacklisting the user from the Platform. NARANG REALTERS may assign appropriate penalties for non-compliance with this document as deemed appropriate.

The Seller shall be responsible and liable for any notices / governmental communications received from applicable authorities by NARANG REALTERS. The Seller shall respond, defend, and hold NARANG REALTERS harmless from any such claims pursuant to any listing by the Seller.

The Seller shall be responsible for listing the products under the specified category and shall in no manner list the products in any other category which shall mislead the consumers in any manner. The Seller shall be responsible for any returns pursuant to manufacturing defects and shall communicate with the manufacturers to resolve such situations.

The Seller shall be responsible for any action / penalty received by NARANG REALTERS and shall be liable to pay the entire amount of penalty as received by NARANG REALTERS. NARANG REALTERS shall not be responsible for any violation of applicable laws by the Sellers.

For more details regarding the Seller Action Framework, please refer to NARANG REALTERS's Prohibited & Restricted Item Policy.

Audits

NARANG REALTERS shall have the right to inspect and audit the Seller's records and premises / place of business through itself or through NARANG REALTERS approved third-party testing agencies. The cost of such an audit shall solely be borne by NARANG REALTERS unless the audit reflects a discrepancy in the Seller's accounts / non-compliance with NARANG REALTERS's Seller policies, in which case the cost of the audit shall be borne by the Seller.

NARANG REALTERS has processes like:

- Periodic seller audits and product sampling
- Monitoring seller performance metrics
- Addressing buyer grievances and defective products
- Ensuring compliance with applicable construction standards

The platform may delist non-compliant sellers or products that violate its policies on quality, safety, or ethics.

Breach

Without limiting other remedies, we may limit your activity, immediately remove your information, warn other users of your actions immediately, temporarily / indefinitely suspend / terminate / block your account and / or refuse you access to the Platform, or put your account on hold, in the event of, including but not limited to, the following:

- If you breach the privacy policy or other policies such as the Prohibited & Restricted Item Policy, etc.
- If we are unable to verify or authenticate any information you provide
- If it is believed that your actions may cause legal liability for you, other users, or us
- If you do not produce the legal requirement documents such as the documents required for product sales as may be required by the NARANG REALTERS Authorities

Indemnity

You will indemnify and hold us (including our affiliates and subsidiaries, as well as our and their respective officers, directors, employees, and agents) harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of your breach of this User Agreement, your improper use of our Services, or your breach of any law or the rights of a third party.

Returns & Cancellations

Buyers can return products within 15 days in case of defects, damage, or deviation from ordered specifications as per our returns policy. Cancellations before dispatch are also permitted with a full refund. Buyers generally do not have the right to cancel an order. However, buyers can request to cancel an order within the time period and as provided in our Order Cancellation Policy, and the seller will have 3 days to accept or decline the request. If the order cannot be canceled, buyers may still be permitted to return the item if the item is eligible for return.

Logistics Services

Sellers are responsible for the timely dispatch of orders upon receiving payments. They can choose to use NARANG REALTERS's logistics partners or manage shipping directly. Expected delivery timelines are provided to buyers.

NARANG REALTERS has tie-ups with leading logistics partners to enable:

- Reliable doorstep delivery across India
- Cash on delivery option
- Hassle-free returns/replacements
- Tracking and timely updates

The platform can also facilitate bulk/construction site deliveries managed by sellers through their own logistics.

Listing Guidelines

Suppliers, in addition to this Agreement, are also bound by applicable laws of India, including without limitation. The Company understands that there is an obligation on the Supplier to ensure that the package in which the products are sold complies with labeling and packing requirements and other laws that may be prescribed in this regard. Hence, it shall be the sole responsibility of the Supplier to comply with applicable laws, and the Company shall not be held responsible in any manner. Suppliers shall indemnify the Company and Platform for any harm or loss in relation to the contravention of above regulations or other applicable laws.

Suppliers are permitted to list products for sale on the Application in accordance with the terms mentioned in this Agreement and any other contract entered into with the Company for the said purpose, wherein other rights and obligations of the parties are defined in detail.

Sellers must adhere to NARANG's listing guidelines related to product data standards, image requirements, prohibited items, counterfeit goods, etc. Violations can lead to listing removals or account suspensions.

Force Majeure Event

The Company shall not be liable for any damages whatsoever arising out of force majeure or other similar circumstances, directly or indirectly affecting the Company and/or the Platform. Examples of force majeure events include, without limitation, real or potential labor disputes, governmental actions, war or threat of war, sabotage, civil unrest, demonstrations, fire, storm, flooding, explosion, earthquake, epidemic or pandemic, provisions or limitations of materials or resources, inability to obtain the relevant authorization, accident, and defect in electricity or telecommunication network.

Buyer Policies

Buyers need to register and create an account to purchase on the platform. They must provide accurate personal information and are responsible for maintaining account security by keeping login credentials safe.

NARANG offers certain buyer protection policies and measures, such as:

Product Quality Assurance includes strict seller onboarding checks, random product sampling and audits, and penalties for sellers listing defective/mis-sold products.

Safe Payments through secure payment gateways and holding payment releases until successful delivery and refund assistance for order failures.

Shipment Protection through tie-ups with reliable logistics partners, order tracking and timely updates, and coverage for transit damage through logistics partners.

NARANG may also facilitate resolutions for cases raised under the company's Buyer Protection program as per its terms and conditions.

User Data Privacy through a comprehensive data privacy policy covering the collection, use, and protection of buyer information in compliance with applicable laws. This is available on the platform.

Prohibited Activities for buyers include providing inaccurate/fraudulent information, promoting illegal/unethical products, interfering with platform operations, scraping/mining data for commercial use, distributing malware or unauthorized content, impersonation, or harassment. NARANG reserves the

right to suspend accounts for any violations of its policies and may also take legal action against the buyer.

Platform Communication

All notices or demands to or upon a User(s) shall be effective if either delivered personally, sent by courier, certified mail, by facsimile or email to the last-known correspondence, fax or email address provided by the User(s) on the Platform, or by posting such notice or demand on an area of the Platform that is publicly accessible.

Modifications:

The Company reserves the right to modify or update this Policy at any time without prior notice. Users are responsible for reviewing and complying with the latest version of this Policy, which will be made available on the Platform.

The Company will notify users of any material changes to this Policy through the Platform or other communication channels. Continued use of the Platform after such changes constitutes acceptance of the modified Policy.

Fair Usage Policy

We always strive to provide the best experience to our customers on the platform. To ensure that all customers use our platform in good faith, we keep track of customer behavior, including maintaining order history and other details relating to the manner of use of our platform. In the event of any abuse of our platform or policies, which include excessive returns or refusal to accept shipments, indication of any fraudulent or suspicious activity or behavior on our Platform or association with any such activity or behavior, including where your user metrics such as your claim rate, return rate, etc., are higher than the average rate of other users on our platform, certain benefits available to our other users may not be available to you. We reserve the right to take other actions, including but not limited to, blocking any user from transacting on the Platform, levying a service fee, discontinuing COD options, blocking COD payment, blocking refund claims, restraining or refusing the option to return the product, etc., against you to address such issues. Customers whose profiles indicate high volumes of valid transactions on the platform may be offered benefits by suppliers, from time to time, based on their discretion and policies.

Miscellaneous Provisions

The Agreement between the user and the company is governed by the laws of India. Any action, suit, or other legal proceeding, which is commenced to resolve any matter arising under or relating to this Agreement or the Platform, shall be subject to the jurisdiction of the courts at Delhi, India.

The Company shall have the right to assign its obligations and duties in this Agreement to any person or entity.

The failure of the Company to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

The Platform is controlled and operated from India, and the Company makes no representation that the content, information, or materials made available herein are appropriate or will be available for use in other locations. Access and use of this Platform from outside India are entirely at the User's sole risk, and the User agrees and undertakes to be responsible for compliance with all applicable local laws and agrees to release, discharge, and absolve the Company from any liability or loss in this respect.

The Company reserves the right to introduce and initiate new features, functionalities, and components to the Platform and/or change, alter, modify, suspend, discontinue or remove the existing ones without any prior notice to you. Further, the Company is entitled to discontinue (either permanently or temporarily) one or more of the Services provided or terminate the Platform or charge for Services which were early free of cost, without any prior notice to the User.