

BEFORE THE NATIONAL GREEN TRIBUNAL

PRINCIPAL BENCH, NEW DELHI

ORIGINAL APPLICATION NO. 164 OF 2025

IN THE MATTER OF:

Hariyali Welfare Society

...Applicant

Versus

M/s Flipkart Logistics Private Limited & Ors.

...Respondents

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NDOH: 19.08.2025

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Filed By:



ARUN SRIKUMAR (KAR/231/2009)

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Date: 13.08.2025

Place: New Delhi

BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
ORIGINAL APPLICATION NO. 164 OF 2025

IN THE MATTER OF:

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REPLY FILED ON BEHALF OF RESPONDENT NO. 4,
ACEVECTOR LIMITED (FORMERLY SNAPDEAL
PRIVATE LIMITED)

1. The present Reply is being filed on behalf of Respondent No. 4, AceVector Limited, previously known as Jasper Infotech Private Limited and thereafter as Snapdeal Private Limited and later on as Snapdeal Limited (“**Answering Respondent**”/“**Respondent No. 4**”), to the original application filed by the Applicant. By way of the original application, Hariyali Welfare Society (‘**Applicant**’) has, *inter alia*, sought directions from this Hon’ble Tribunal prohibiting the illegal sale of polystyrene and thermocol commodities allegedly conducted by the Respondent e-commerce entities. The Applicant has also prayed for initiation of action and the imposition of penalties upon the Respondents for such illegal sale, contending that the same is in contravention of Rule 4 (2) of the Plastic Waste Management Rules, 2016 read with its amendments (‘**PWM Rules**’).

2. At the very outset, it is stated that the present application is completely untenable and misconceived with respect to contentions as against the Answering Respondent. Even as per the abovementioned application, the only instance of alleged infringement committed by Respondent No. 4 (as per the Applicant) is the alleged listing of three thermocol products on its website, as per the screenshot produced by the Applicant in Annexure – 2 of the Application (at Page 55). It is respectfully submitted that the aforesaid screenshot appears to have been taken on 05.12.2024, but no such product listings were visible on the Answering Respondent's platform as on the date of the present application made before this Hon'ble Tribunal i.e. 11.04.2025. Access to the said product listings had been disabled by the Answering Respondent on 20.01.2025, subsequent to being notified by the Punjab Pollution Control Board ('PPCB') *vide* its letter dated 14.01.2025.

True copies of the letter dated 14.01.2025 issued by the Punjab Pollution Control Board to Respondent No. 4 and the reply dated 27.01.2025 issued by Respondent No. 4 in response (along with annexures) are annexed herewith as **Annexures R2/1** and **R2/2** respectively. True copies of the search results for “*thermocol*”, “*polystyrene*” and “*thermocol balls*” on the Answering Respondent's website as on date is annexed herewith as **Annexure R2/3**.

3. The Answering Respondent is a company incorporated under the Companies Act, 1956. The Petitioner is in the business of operating its online marketplace platform under the brand name “Snapdeal” through its website www.snapdeal.com (hereinafter referred to as the “**Website**”) which is an online marketplace. The

Answering Respondent operates a marketplace-based model of e-commerce wherein third-party sellers interact with third party buyers. The online marketplace is an electronic platform, which is as an intermediary in terms of Section 2(w) and Section 79 of the Information Technology Act, 2000. Moreover, the Answering Respondent is a marketplace e-commerce entity as defined under Section 3(1)(g) of the Consumer Protection (E-Commerce) Rules, 2020. **The Answering Respondent does not manufacture, import, stock, distribute or sell any commodities/products including SUP items or otherwise**, and its role as an online marketplace is limited to providing an information technology platform on a digital or electronic network to facilitate transactions between buyers and sellers who are the users of the Website.

4. It is submitted that the Answering Respondent has duly complied with and continues to comply with the applicable PWM Rules to the extent applicable on the Answering Respondent as an online marketplace, the directions issued by the Central Pollution Control Board ('CPCB') and the directions issued by various State Pollution Control Boards ('SPCB(s)') as well. The Answering Respondent emphasizes the following measures taken by it in this regard:
 - a. In response to Notice No. F. No. B. 17011/7/UPC-II-PWM(SUP)/2022 dated 01.02.2022 issued by the CPCB, which directed the Answering Respondent to stop the sale/usage of the banned Single Use Plastic ('SUP') items on its online platform, the Answering Respondent had issued a reply dated 30.03.2022. In the said reply, the Answering Respondent had stated that it is a technology intermediary as defined under Section 2(w) of the Information Technology

Act 2000, and that it did not manufacture, import, stock, distribute or sell any commodities including SUP items. The Answering Respondent stated that it was cognizant of the PWM Rules and therefore had discontinued the use and procurement of SUP items in its own office premises, which is the only *situs* of use of any physical products being used by the Answering Respondent. Further, the Answering Respondent also confirmed that it had advised all registered sellers listed on its platform about the ban on the sale of SUP items with effect from 01.07.2022 in accordance with the PWM Rules.

- b. Additionally, the Answering Respondent has issued multiple e-mail advisories to all registered sellers at regular intervals to prohibit the listing of any SUP item on its online marketplace platform (Snapdeal);
- c. In its standard terms and conditions applicable to all sellers, including in its standard form Seller Agreement, the Answering Respondent has included a specific mention of the prohibition imposed by it on all registered product sellers from listing any product in non-compliance of the PWM Rules 2016;
- d. The Answering Respondent has also made a specific mention of SUP products in violation of the PWM Rules within the Seller Agreement and its accompanying “*Snapdeal’s List of Banned Products*”, which is mandatory to be accepted by all sellers as a part of the above standard terms and conditions before a seller on the Website is able to register itself as a seller on the Website;

- e. The Answering Respondent has also prohibited the use of the following keywords on Snapdeal along with a prohibition on sellers to list any products by including the following words in the product name/description/listing: “*thermocool balls*”, “*earbuds with plastic sticks*”, “*plastic sticks with balloons*”, “*plastic flags*”, “*plastic candy sticks*”, “*plastic ice cream sticks*”, “*polystyrene (for decoration)*”, “*plastic plates*”, “*plastic cups*”, “*plastic glasses*”, “*plastic cutlery*”, “*plastic forks*”, “*plastic spoons*”, “*plastic knives*”, “*plastic straw*”, “*plastic trays*” and “*plastic stirrers*”.
- f. The Answering Respondent takes appropriate action against users of the online marketplace in respect of any complaints or reports of URL links hosting product listings that are not in compliance with the PWM Rules, as may be reported to it.

True copy of the Answering Respondent’s reply dated 30.03.2022 issued in response to Notice No. F. No. B. 17011/7/UPC-II-PWM(SUP)/2022 dated 01.02.2022 issued by the CPCB is annexed herewith as **Annexure R2/4**. True copies of the sample e-mail advisories issued to the sellers registered on Snapdeal pursuant to the CPCB’s directions are already enclosed herewith at Pages 15 to 18 (Annexure R2/2). True copies of the sample Seller Agreement and the “*Snapdeal’s List of Banned Products*” are already enclosed herewith at Pages 19 to 46 and Pages 47 to 52 (Annexure R2/2) respectively.

5. It is submitted that the Answering Respondent has been compliant with the PWM Rules and the directions issued by the CPCB and SPCBs to the extent applicable on it as an online marketplace intermediary and therefore no question of infringement or violation of the same arises. It is reiterated that admittedly, the

Applicant's only grievance against the Answering Respondent pertains to the products allegedly listed on its online platform (as on 05.12.2024) by third party sellers, which were promptly removed by the Answering Respondent on 20.01.2025 i.e. even prior to the filing of the present Application. The Answering Respondent continues to undertake the steps mentioned above and thus remains compliant with the applicable PWM Rules and the pursuant directions.

6. The present proceedings have been initiated by the Applicant against the Answering Respondent without any application of mind and without any infringement/violation highlighted which pertains to the Answering Respondent as on the date of filing the Application. The contents of the Petition are denied in their entirety. The application is liable to be outright dismissed as against the Answering Respondent. It is submitted that no case for grant of any relief against the Answering Respondent is made out.
7. The Answering Respondent has not replied to any contents of the Application which pertain to the other Respondents. The absence of any specific traversal in the present Reply may not be construed as an admission of any of the contents of the application. The Answering Respondent has not responded to the present Application in a para-wise form. The submissions made above are reiterated in response to the contents of the Application and the same are not reiterated herein for the sake of brevity. With the leave of this Hon'ble Tribunal, the Answering Respondent seeks liberty to respond to any additional grounds raised by the Applicant during the course of the hearing.

8. The Answering Respondent undertakes to continue to comply with the requirements of PWM Rules and any directives of the CPCB and SPCBs on a *best effort* basis and within the framework of the law. It is reiterated that, as an e-commerce intermediary, the Answering Respondent does not initiate any listings on its platform and nor does it stock or offer for sale any product on its own account. The Answering Respondent's legal obligations are limited to taking steps to expeditiously remove or disable access to any material on its computer resource which are unlawful, on receiving actual knowledge or on being notified by the appropriate government or its agency regarding such unlawful material. In the instant case also, the Answering Respondent acted with promptitude in respect of the impugned listings, on receipt of the PPCB's letter dated 14.01.2025. As such, the Answering Respondent has acted in the manner expected of it by law.

VERIFICATION

I, Mr. Akshat Sharma, authorised representative of Respondent No. 4 herein and having office at Mezzanine Floor, A-83, Okhla Industrial Area, Phase-2, New Delhi-110020, do hereby state and solemnly declare that the contents of Paragraphs 1 - 8 of the accompanying Reply are true to my knowledge and belief and whatever is stated in the remaining paragraphs is based on information and legal advice that I believe to be true.



RESPONDENT NO. 4

Place: New Delhi

Date: 13.08.2025



ATTESTED
NOTARY PUBLIC
DELHI

13 AUG 2025

BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
ORIGINAL APPLICATION NO. 164 OF 2025

IN THE MATTER OF:

Hariyali Welfare Society

...Applicant

Versus

M/s Flipkart Logistics Private Limited & Ors.

...Respondents

AFFIDAVIT

I, Mr. Akshat Sharma, s/o Mr.R.M.Sharma, presently at Mezzanine Floor, A-83, Okhla Industrial Area, Phase-2, New Delhi-110020, authorised representative of the Respondent No. 4, do hereby solemnly affirm and state as follows:

1. I state that I am the authorised representative of the Respondent No. 4 company in the captioned matter. I am conversant with the facts and circumstances of the case and am competent to swear to this affidavit.
2. That I have read the accompanying Reply to the present Application under Sections 14 and 15 of the National Green Tribunal Act 2010, which has been drafted under my instructions, and I say that the contents thereof are true to my personal knowledge and based on the records of Respondent No. 4 as well as based on legal advice received by me and believed to be true and correct.
3. That the documents annexed to the accompanying Reply are true copies of their originals.





DEPONENT

VERIFICATION:

Verified at New Delhi on this the 13 day of August 2025 that the contents of the above affidavit are true and correct to the best of my knowledge and belief and nothing material has been concealed therefrom.



DEPONENT



ATTESTED
NOTARY PUBLIC
DELHI

13 AUG 2025



ਪੰਜਾਬ ਪ੍ਰਦੂਸ਼ਣ ਰੋਕਥਾਮ ਬੋਰਡ

PUNJAB POLLUTION CONTROL BOARD



HQ-3/EPA/F.No. 374/2025/1762 Registered/ Email

Date 14/1/25

To

M/s Jasper Infotech Private Limited,
(Parent company of Snapdeal)
6th Floor, Cyberscape, Golf Course Extension Road,
Sector-59, Gurugram, Haryana-122002
Email ID: grievanceofficer@snapdeal.com

Subject: Direction u/s 5 of the Environmental (Protection) Act, 1986 for violation of the provisions of the Plastic Waste Management Rules, 2016 as amended and the Punjab Plastic Carry Bags (Manufacture, Usage and Disposal) Control (Amendment) Act, 2016.

Whereas, in exercise of the powers conferred by sections 3, 6, and 25 of the Environment (Protection) Act, 1986, Ministry of Environment, Forest, and Climate Change (MoEF&CC), Government of India had notified the Plastic Waste Management Rules, 2016, under the Environment (Protection) Act, 1986, vide notification no. G.S.R. 320 (E) dated 18.03.2016, thereby providing a regulatory framework for the management of plastic waste generated in India.

And whereas, the State Pollution Control Boards have been designated as prescribed authority under Rule 12(1) of the Plastic Waste Management Rules, 2016 for the enforcement of the provisions of these Rules relating to registration, manufacturing of plastic products and multilayered packaging, processing and disposal of plastic wastes.

And whereas, Government of Punjab had published the Punjab Plastic Carry Bags (Manufacture, Usage and Disposal) Control (Amendment) Act, 2016 and according to which manufacturing, stocking, distribution, recycling, sale or use of plastic carry bags and containers made of virgin or recycled plastic and plastic items have one time use such as disposable plastic cups, tumblers, spoons, forks and straws have completely prohibited in the State of Punjab, with effect from 1st February, 2016.

And whereas, MoEF&CC vide notification no. G.S.R. 571 (E) dated 12.08.2021 has prohibited to manufacture, import, stocking, distribution, sale and use of following identified Single Use Plastic (SUP), including polystyrene and expanded polystyrene, commodities with effect from the 1st July, 2022:

- Ear buds with plastic sticks, plastic sticks for balloons, plastic flags, candy sticks, ice-cream sticks, polystyrene [Thermocol] for decoration;
- Plates, cups, glasses, cutlery such as forks, spoons, knives, straw, trays, wrapping or packing films around sweet boxes, invitation cards, and cigarette packets, plastic or PVC banners less than 100 micron, stirrers.

And whereas, the Punjab Pollution Control Board had published a public notice on 18.03.2022 in the leading newspapers of the State of Punjab, namely Punjabi Jagran, Desh Sewak, Hindustan Times, and Dainik Jagran, through which all producers, stockists, retailers, shopkeepers, e-commerce companies, street vendors, and commercial establishments (including malls, marketplaces, shopping centers, cinema houses, restaurants, hotels, eateries, tourist locations, schools, colleges, office complexes, hospitals, and other institutions) as well as the general public were directed to immediately, stop the production, stocking, distribution, sale, and usage of identified single-use plastic (SUP) items and plastic carry bags.

ਵਾਤਾਵਰਣ ਭਵਨ, ਨਾਭਾ ਰੋਡ, ਪਟਿਆਲਾ

VATAVARAN BHAWAN, NABHA ROAD, PATIALA

Phone: 0175-2215802 E-mail : seehg3@gmail.com, Web: www.ppcb.gov.in

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And whereas, the Punjab Pollution Control Board had published a public notice on 29.04.2022 in the leading newspapers of the State of Punjab, namely Times of India, Ajit, Dainik Bhaskar, and Punjab Kesari, directing e-commerce companies operating in the State to stop the sale and usage of banned Single Use Plastic (SUP) items through their online platforms with effect from 01.07.2022.

And whereas, vide Board's office order no. 105 dated 21.03.2023, all the producers, stockists, retailers, shopkeepers, e-commerce companies, street vendors, commercial establishments (clubs/malls/market place/shopping centers/ cinema houses/restaurants/ hotels/eateries/tourist locations/ schools/colleges /office complexes/ hospitals and other institutions) and general public were informed to stop production, stocking, distribution, sale and usages of identified Single Use Plastic (SUP) items and plastic carry bags immediately, failing which action as deemed fit shall be initiated under the Environment (Protection) Act, 1986 against the violators of the above said notification by the Board, including seizure of goods, levying of environmental compensation, closure of operations of industries/commercial establishments.

And whereas, despite the complete ban on Single Use Plastic (SUP) items and plastic carry bags irrespective of biodegradable/ compostable, the e-commerce platform continues to sell said items illegally in the State of Punjab.

And whereas, a CWP (PIL) No. 223 of 2024 titled as - Bhavyam Raj & another Versus Union of India and others filed in the Hon'ble High Court of Punjab and Haryana, Chandigarh wherein, your company is one of the Respondent.

And whereas, in the said CWP, Petitioner alleged that despite the regulations, banned plastic items are being illegally sold on e-commerce platforms by online companies/offline manufacturers/retailers and thereby increasing the consumption of single-use plastic (SUP) items and plastic carry bags irrespective of biodegradable/ compostable at an alarming rate, which has resulted in a drastic increase in plastic waste generation and ultimately cause damage to the environment.

And whereas, the company is violating the provisions of Plastic Waste Management Rules, 2016 (as amended) notified under the Environment (Protection) Act, 1986 and the Punjab Plastic Carry Bags (Manufacture, Usage and Disposal) Control (Amendment) Act, 2016, intentionally and deliberately.

And whereas, the matter has been considered by the Competent Authority of the Board and after thoroughly examining the matter, it has been decided to issue directions u/s 5 of the Environment (Protection) Act, 1986 for violation of the provisions of Plastic Waste Management Rules, 2016 (as amended).

Now, therefore, the Competent Authority of the Board in exercise of the powers conferred upon it u/s 5 of the Environment (Protection) Act, 1986, has decided to issue following directions:

- i) That the company shall take all necessary steps to stop the selling of identified single use plastic (SUP) items as defined in the notification dated 12.08.2021 issued by the MoEF&CC and Plastic carry bags from its website /online platform in the State of Punjab, with immediate effect.
- ii) That the company shall remove the identified single use plastic items as defined in the notification dated 12.08.2021 issued by the MoEF&CC and Plastic carry bags from its website / online platform in the State of Punjab, with immediate effect.

In case of failure to comply with the above said directions, the company and the proprietor/ partners/ owner or any other person(s) responsible to comply with the above

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VATAVARAN BHAWAN, NABHA ROAD, PATIALA

Phone: 0175-2215802 E-mail : seehg3@gmail.com, Web: www.ppcb.gov.in

directions under the Environment (Protection) Act, 1986 are liable for action u/s 15 of the Environment (Protection) Act, 1986 without giving any further notice.

This issues with the approval of the Competent Authority of the Board.


 o/c Senior Environmental Engineer (HQ-3)
 for & on behalf of the
 Punjab Pollution Control Board 

Endst No. 1763

Date 14/1/25

A copy of the above is forwarded to the Secretary to Government of India, Ministry of Electronic and Information Technology, Electronics Niketan, 6, CGO Complex, Lodhi Road, New Delhi-110003 for kind information and taking necessary action under the provisions of Information Technology Act, 2000, please.


 o/c Senior Environmental Engineer (HQ-3)
 for & on behalf of the
 Punjab Pollution Control Board 

Endst No. 1764

Date 14/1/25

A copy of the above is forwarded to the Secretary to Government of Punjab, Department of Science, Technology and Environment Chandigarh for kind information, please.


 o/c Senior Environmental Engineer (HQ-3)
 for & on behalf of the
 Punjab Pollution Control Board 

ਵਾਤਾਵਰਣ ਭਵਨ, ਨਾਭਾ ਰੋਡ, ਪਟਿਆਲਾ

VATAVARAN BHAWAN, NABHA ROAD, PATIALA

Phone: 0175-2215802 E-mail : seehq3@gmail.com, Web: www.ppcb.gov.in


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ANNEXURE R2/2

To,
Punjab Pollution Control Board
Vatavaran Bhawan, Nabha Road,
Patiala, Punjab
India - 147001

Dated: 27th January, 2025

Email: epappcb@gmail.com

Subject: Reply to Punjab Pollution Control Board's ("PPCB") Letter dated 14.01.2025

Dear Sir,

We are in receipt of your letter numbered HQ-3/EPA/F.No. 374/2025/762 dated 14.01.2025 ("Letter") received by AceVector Limited ("AceVector/Snapdeal/We/Us") on 15.01.2025. Kindly note that AceVector Limited was erstwhile known as Jasper Infotech Private Limited and has changed its name to AceVector Limited on 06th January 2023. AceVector owns and operates the online marketplace www.snapdeal.com.

We would like to share with you that as an online marketplace Snapdeal has been in compliance of the Plastic Waste Management Rules, 2016 (as amended) and the due-diligence obligations applicable to Us. In furtherance of MoEF&CC notification dated 12th August, 2021, Snapdeal had received a communication from the Central Pollution Control Board ("CPCB") on 01st February, 2022 directing Snapdeal regarding the prohibition on sale and use of Single Use Plastic with effect from 01st July, 2022. Accordingly, as a responsible corporate, the below mentioned necessary steps have been undertaken and implemented by Snapdeal:

- a) We have advised all registered sellers listed on the platform about their obligations to phase out listing of Single Use Plastics (SUPs) under the Plastic Waste Management Rules, 2016.
- b) Subsequently, We have through email advisories at regular intervals advised all registered Sellers to prohibit listing of any Single Use Plastic on Snapdeal. (Sample Advisories are attached as **Annexure A**)
- c) The applicable terms and conditions including Seller Agreement and Snapdeal banned products list includes prohibition on product sellers to list a product in non-compliance of the Plastic Waste Management Rules, 2016 and Snapdeal's banned product list. (Seller Agreement and Snapdeal Banned Product List is attached as **Annexure B**)
- d) Additionally, use of the following keywords on Snapdeal is prohibited and a product seller cannot list a product including the below mentioned keywords:
 - thermocol balls, earbuds with plastic sticks, plastic sticks for balloons, plastic flags, plastic candy sticks, plastic ice cream sticks, polystyrene (for decoration).
 - Plastic plates, plastic cups, plastic glasses, plastic cutlery, plastic forks, plastic spoons, plastic knives, plastic straw, plastic trays, plastic stirrers.



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While, We have shared necessary steps that have been implemented by us since 2022, since receipt of your notice, We have also conducted a keyword search on our platform for products that may have the

abovementioned keywords in them and have taken down product listings of third party sellers which were found having any of the abovementioned keywords in them. We further request you to please report and share URL links to any other products listed on Snapdeal which you may want us to take down in accordance with Plastic Waste Management Rules, 2016. Please write to brandshield@snapdeal.com or legal@snapdeal.com for reporting any content for being taken down.

With regard to your intimation to us regarding CWP (PIL) No. 223 of 2024 titled as Bhavyam Raj & another Versus Union of India before the Hon'ble High Court of Punjab and Haryana, We are not aware of the details of this matter. The Company has not received a summons or notice from the Hon'ble High Court or the petitioner concerned as on date of this reply. AceVector Limited shall take appropriate steps to represent itself before the forum upon service of the case details and/or notice.

Sir, it is submitted that Snapdeal is an online marketplace and does not own, manufacture, import, stock, sell or distribute any Single Use Plastic Product or any Product in the State of Punjab or otherwise. Therefore, the Company is not violating provisions of Plastic Waste Management Rules, 2016 (as amended) notified under the Environment (Protection) Act, 1986 and the Punjab Plastic Carry Bags (Manufacture, Usage and Disposal) Control (Amendment) Act, 2016.

Snapdeal is compliant with the due-diligence requirements as prescribed under the Information Technology Act 2000 and Information Technology (Intermediaries Guidelines) Rules, 2011. We have informed all Snapdeal users (including sellers) through "Terms of Use" policy of Website about the due diligence requirements. Further, in compliance with the Rule 11 of the Information Technology (Intermediaries Guidelines) Rules, 2011, the Company has published the details of the Grievance Officer in Privacy Policy of the Website as required under the IT Act, 2000.

We hope that the above information satisfies the matter raised by you in your Letter. Kindly let us know if We can provide any further information.

Sincerely,


Grievance Officer

AceVector Limited





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ANNEXURE - A

Notice from the Central Pollution Control Board| Single Use Plastic

Dear Partner,

Greetings from Snapdeal!

We have received the attached Notice from the Central Pollution Control Board. In terms of the said Notice: "The manufacture, import, stocking, distribution, sale and use of following single use plastic (SUP), including polystyrene and expanded polystyrene, commodities shall be prohibited with effect from the 1st July, 2022:

- a) earbuds with plastic sticks, plastic sticks for balloons, plastic flags, candy sticks, ice-cream sticks, polystyrene [Thermocol] for decoration.
- b) Plates, cups, glasses, cutlery such as forks, spoons, knives, straw, trays, wrapping or packing films around sweet boxes, invitation cards and cigarette packets, plastic or PVC banners less than 100 micron, stirrers.
- c) Carry bag made of virgin or recycled plastic shall not be less than seventy five microns in thickness with effect from the 30th September, 2021 and one hundred and twenty (120) microns in thickness with effect from 31.12.2022."

In due compliance with the Notice, it is advised that you start phasing out the listings of banned SUP [Single Use Plastic] items on Snapdeal platform and completely stop listing such banned Single use Plastic products with effect from 01.07.2022."

[Click here](#), to view the notice.

NOTE: Catalogue creation is a User (Seller) driven process and based on Seller's representations, we at Snapdeal believe all relevant information regarding the product is correct. We strongly recommend you to avoid any inappropriate listing and make any attempt to hide product related information. As per applicable laws, the responsibility pertaining to correctness of information and declaration shall lie with the sellers providing such information or making such declaration on Snapdeal's platform.

Thank you!


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Notice from the Central Pollution Control Board| Single Use Plastic

Dear Partner,

Greetings from Snapdeal!

In context to the previous email sent ([click here](#)), this is a reminder that you start phasing out the listings of banned SUP [Single Use Plastic] items on Snapdeal platform and completely stop listing such banned Single use Plastic products **with effect from 01.07.2022** and remain compliant with the Notice.

[Click here](#), to view the notice.

NOTE: Catalogue creation is a User (Seller) driven process and based on the Seller's representations, we at Snapdeal believe all relevant information regarding the product is correct. We strongly recommend you to avoid any inappropriate listing and make any attempt to hide product related information. As per applicable laws, the responsibility pertaining to correctness of information and declaration shall lie with the sellers providing such information or making such declaration on Snapdeal's platform.

Thank you!

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Notice from the Central Pollution Control Board| Single Use Plastic

Dear Partner,

Greetings from Snapdeal!

In context to the previous email sent ([click here](#)), this is a **"Final Reminder"** that you start phasing out the listings of banned SUP [Single Use Plastic] items on Snapdeal platform and completely stop listing such banned Single use Plastic products **with effect from 01.07.2022** and remain compliant with the Notice.

[Click here](#), to view the notice.

NOTE: Catalogue creation is a User (Seller) driven process and based on the Seller's representations, we at Snapdeal believe all relevant information regarding the product is correct. We strongly recommend you to avoid any inappropriate listing and make any attempt to hide product related information. As per applicable laws, the responsibility pertaining to correctness of information and declaration shall lie with the sellers providing such information or making such declaration on Snapdeal's platform.

Thank you!

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ANNEXURE - B

SELLER AGREEMENT

THIS SELLER AGREEMENT IS AN ELECTRONIC RECORD IN THE FORM OF AN ELECTRONIC CONTRACT FORMED UNDER INFORMATION TECHNOLOGY ACT, 2000 AND RULES MADE THEREUNDER AND THE AMENDED PROVISIONS PERTAINING TO ELECTRONIC DOCUMENTS / RECORDS IN VARIOUS STATUTES AS AMENDED BY THE INFORMATION TECHNOLOGY ACT, 2000. THIS AGREEMENT DOES NOT REQUIRE ANY PHYSICAL, ELECTRONIC OR DIGITAL SIGNATURE.

THIS AGREEMENT IS A LEGALLY BINDING DOCUMENT BETWEEN YOU AND SNAPDEAL (BOTH TERMS DEFINED BELOW). THE TERMS OF THIS AGREEMENT WILL BE EFFECTIVE UPON YOUR ACCEPTANCE OF THE SAME AND WILL GOVERN THE RELATIONSHIP BETWEEN YOU AND SNAPDEAL, INCLUDING WITH RESPECT TO THE LISTING, ADVERTISING, EXHIBITING, MAKING AVAILABLE, MARKETING, SALE AND/OR DELIVERY OF ANY PRODUCTS THROUGH THE WEBSITE (DEFINED BELOW). IF ANY TERMS OF THIS AGREEMENT CONFLICT WITH ANY OTHER DOCUMENT/ELECTRONIC RECORD, THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL PREVAIL, UNTIL FURTHER CHANGE / MODIFICATIONS ARE NOTIFIED BY SNAPDEAL.

For the purpose of this Agreement, the individual or any legal entity (company, sole-proprietorship, partnership, HUF etc.) representing itself through its duly appointed authorized signatory only, who has completed Snapdeal's Seller Registration Form as required by Snapdeal (hereinafter, referred to as the "**Seller**" / "**You**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include Your heirs / subsidiaries, affiliates, successors and permitted assigns) shall constitute the **FIRST PART**;

AND

AceVector Limited , a company incorporated under the Companies Act, 1956, having its registered office at Mezzanine Floor, A-83, Okhla Industrial Area, Okhla Phase- II, New Delhi- 110020 with the CIN - U72300DL2007PTC168097 (hereinafter referred to as, "**Snapdeal**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include all its successors, liquidators, receivers, and assigns) shall constitute the **SECOND PART**.

Seller/You and Snapdeal may be referred to as the "Party" individually and as the "Parties" collectively, as the context may require.

WHEREAS


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1. Snapdeal inter alia is in the business of owning and operating an online marketplace located at the URL www.snapdeal.com and mobile application under the name and style "Snapdeal" (the "**Website**") which acts as an online/electronic platform in the form of an intermediary, providing e-commerce marketplaces platforms/technology, internet marketing services, facilitation of payment services, fulfillment support to third-party sellers to offer for sale, sell their products and for third party buyers to access variety of products and accept to purchase the products offered by sellers;
2. You are desirous of using the Website as a platform to exhibit, advertise, make available, offer and/or sell or distribute your Products (defined below) to the users of the Website.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL PROMISES AND COVENANTS SET FORTH HEREINAFTER, THE PARTIES, INTENDING TO BE LEGALLY BOUND, HERETO AGREE AS FOLLOWS:

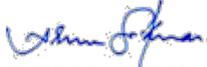
1. DEFINITIONS

- 1.1 "**Acceptance**" shall mean acceptance of this Agreement directly or indirectly in electronic form or by means of an electronic record and shall include your affirmative action of clicking on "I Accept/ I Agree" or the box against these words provided at the end of this Agreement or any other manner of acceptance such as using Seller Panel, start advertising, exhibiting or offering for sale, by which action you accept the terms and conditions of this Agreement.
- 1.2 "**Agreement**" shall mean this Seller Agreement in its entirety, including all the annexures attached to or referenced to this Agreement, Snapdeal Policies, and any other document pursuant to this Agreement, and shall include any amendment thereto, from time to time.
- 1.3 "**Applicable Laws**" includes (a) statute, statutory instrument, bye-laws, order, directive, decree or law (including any common law, judgment, demand, order or decision of any court, regulator, or tribunal); (b) rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body.
- 1.4 "**Banned Products**" shall mean the products/goods/articles/services included in the [Snapdeal Banned Products List](#) as provided at the end of this Agreement.
- 1.5 "**Buyer**" shall mean any user of the Website who accepts Seller's offer to sell the Product and purchases any Product of the Seller through the Website.


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- 1.6 "**Consents**" include all consents, licences, authorisations, approvals, permissions, certificates, permits and any other form of consent (whether statutory, regulatory, contractual or otherwise).
- 1.7 "**Logistic Service Provider**" shall mean a natural or juristic person that is approved by Snapdeal for transporting, shipping, temporary storage and delivering the Products purchased by the Buyers from You on the Website, and the term "Logistics Services" shall be construed accordingly.
- 1.8 "**Logistic Service Provider Fees**" shall mean the fees (either in number or as a percentage of Selling Price) as may be provided from time to time in the [Commercial Term Segment](#), payable by Seller to Snapdeal for availing of Logistics Services through Logistic Service Provider.
- 1.9 "**Fulfillment Centre**" (presently termed as "Snapdeal Plus" / "SD Plus", or any other name) shall mean a building, warehouse ,or any other establishment, identified by Snapdeal to the Seller, at Snapdeal's discretion, where Seller may place or deposit their Products, without transfer of any title in such Products, for dispatch or delivery to the Buyers.
- 1.10 "**Fulfillment Centre Charges**" shall mean the charges (either in number or as a percentage of Selling Price) as may be provided in the Commercial Term Segment for availing Fulfillment Center-related services.
- 1.11 "**Intellectual Property Rights**" means all rights to patents, designs, copyrights, trademarks, service marks, database, domain name, moral rights (whether or not any of those is registered and including applications for registrations of the foregoing) together with all trade secrets, know-how and all rights or forms of protection of a similar nature and causes of action for violation, misappropriation or infringement of any of the foregoing.
- 1.12 "**Invoice**" shall mean a valid retail tax invoice issued by the Seller to the Buyer for the sale of a Seller's Product to a Buyer through the Website.
- 1.13 "**Nodal Bank**" shall mean the Bank which maintains internal bank account for the purpose of collection of electronic payments from Buyers and settlement to Sellers towards products/goods purchased on Website in accordance with RBI directions for opening and operation of Accounts and settlement of payments for electronic payment transactions involving intermediaries.
- 1.14 "**Packaging Material Charges**" shall mean the charges (either in number or as a percentage of Selling Price) as may be provided in the Commercial Term Segment to safety wrap the Products for the purpose of safe delivery pursuant to this Agreement.


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- 1.15 **"Payment Collection Fees"** shall mean the fees (either in number or as a percentage of the Selling Price) for collection of the Selling Price as may be provided in the Commercial Term Segment.
- 1.16 **"Product(s)"** shall mean the product(s) as exhibited, advertised, made available, offered by the Seller for sale on the Website.
- 1.17 **"Seller Panel"** shall mean a web page / electronic account of the Seller on the Website with a unique login id and password for the Seller to exhibit, make available, offer for sale the Product, and to update the order status, price, and inventory of the Products on the Website.
- 1.18 **"Selling Price"** shall mean the price of a Product in Indian Rupees (INR) at which such a Product is exhibited, advertised, made available or offered for sale by the Seller on the Website.
- 1.19 **"Seller Proceeds"** shall mean the net amount receivable by the Seller from Snapdeal/Nodal Bank after deduction of the Snapdeal's Marketing Fees, Payment Collection Fees, Logistic Service Provider Fees, Fulfillment Centre Charges (if applicable) and other charges (if any) or any other statutory deduction, levies, or any amount to cover contractual obligations, from the Selling Price.
- 1.20 **"Seller Registration Form"** shall mean the electronic form available on the Website (presently at <http://sellers.snapdeal.com>) that You are required to complete before registering as a Seller on the Website.
- 1.21 **"Snapdeal's Marketing Fees"** shall mean either a fixed number or a percentage of the Selling Price, payable to Snapdeal by the Seller on the sale of any Product through the Website. This fixed number or percentage may vary from Product to Product, as provided in the Commercial Term Segment.
- 1.22 **"Snapdeal Policies"** means various rules and policies on the Website as may be relevant or applicable to the Seller including the TrustPay Policy (<https://www.snapdeal.com/page/TrustPay>), Terms of Use (<https://www.snapdeal.com/offers/terms-of-use>), Terms of Sale (<https://www.snapdeal.com/page/terms-of-sale>), Privacy Policy (<https://www.snapdeal.com/page/privacy-policy>), and Seller Panel Policies which are available on the Seller Panel, and other policies - Anti-Bribery & Anti-Corruption Policy and Report Abuse and Take-Down Policy (<http://www.snapdeal.com/page/abusePolicy>), to take necessary actions in response to any listing or content take-down or infringement notice from a third party and such other policy (including any amendments thereof) which Snapdeal may issue



and make applicable on the Seller. By impliedly or expressly accepting this Seller Agreement, You also accept and agree to be bound by the aforesaid Policies and all other policies as updated and provided from time to time. Further, if the hyperlink is not provided for any policy(s) in this agreement then that policy(s) may be accessible in the hyperlink created hereinabove for the policies or on the website.

- 1.23 **"Term"** shall mean the period commencing from the date of this Agreement up to the termination of this Agreement in accordance with Clause 18 as provided herein below.
- 1.24 **"Territory"** shall mean the Republic of India.

2. COMPLETION OF SELLER REGISTRATION AND ACCEPTANCE

- 2.1 As a part of the registration process, You state that You have completed the Seller Registration Form and provided other relevant details as required by Snapdeal. You represent that You, in your individual capacity and/or as an authorized representative of the entity registering as a Seller on the Website, are competent to contract, are at least eighteen (18) years of age, are of sound mind and are not disqualified from entering into a lawful contract under Applicable Laws.
- 2.2 You have the option of accepting or declining to accept this Agreement. Please provide Your Acceptance to this Agreement if and only if you are agreeable to the terms and conditions provided herein. Upon Your Acceptance, this Agreement shall become binding on You. Without prejudice to the binding nature of this Agreement upon Your Acceptance, Snapdeal may, as an additional electronic record of this Agreement, send an "Agreement Acceptance Notification" in electronic form, along with an electronic copy of this Agreement in PDF or any other readable and storable format to the email address provided by You in the Seller Registration Form.
- 2.3 If You are not agreeable to the terms and conditions of this Agreement, please DO NOT accept this Agreement and do not use the Website for the purpose of exhibiting, advertising, making available or offer for sale of the Products. This will stop the Seller registration process.
- 2.4 You will be solely responsible for maintaining the safety and confidentiality of Your log- in, password and details in relation to the Seller Panel and the information provided therein, and shall be fully responsible for all activities that occur under Your Seller Panel. You agree to (a) immediately notify Snapdeal (to the Grievance Officer) of any unauthorized use of Your account information or any other breach of security, and (b) ensure that You exit from Your Seller Panel account at the end of each session. Snapdeal shall not be liable for any loss or damage arising from Your failure to keep Your Seller Panel protected from any unauthorized access, blockage, misuse or any other unauthorized use and You shall indemnify Snapdeal in accordance with this Agreement for any such unauthorized use.


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- 2.5 Snapdeal reserves the right to suspend or terminate access to Sellers registered on the Website and the Seller Panel, at any time and without assigning any reasons for doing so.

3. LISTING, SALE AND DELIVERY OF THE PRODUCT

- 3.1 By exhibiting, advertising or listing any Product on the Website, You agree that

You are making an "offer to sell" Your Product to the users of the Website and such offer, upon acceptance by a user, shall be binding on You. The sale, purchase, return, delivery and other terms of sale shall be further subject to the Standard Terms of Sale on the Website.

- 3.2 You shall provide true, complete and correct brand name (if any), identification (if any), information, images, description and MRP, Selling Price of the Product on the Website for the purpose of the Product's exhibition, advertising, making available or offer for sale in the appropriate category, which may include an informative description of each Product (including but not limited to the length, breadth and height of the Product) and its contents, by way of text descriptions, graphics, or pictures or videos.
- 3.3 You hereby permit, and hereby grant all the rights and licenses to Snapdeal on worldwide basis to permit, other sellers on the Website to use Your aforesaid information and materials for advertising, exhibiting, making available and offering to sell such other sellers products on the Website. Unless mandated under any Applicable Law, Your aforesaid information and materials shall not be disabled or deleted from the Website till such time any seller on the Website is using the same for advertising, exhibiting, making available and offering to sell such other sellers products on the Website.
- 3.4 You represent and warranty that the Product description shall not be misleading and shall describe the actual condition of the Product. If a Product is subject to expiry date or expiry duration, You shall not offer to sell and sell any such Product which has passed 75% (seventy five percent) of its expiry duration. If the Product sold does not match the Product description displayed on the Website, You shall refund and permit Snapdeal to refund any amounts that You may have received, or have credit to You, from the Buyer. You represent that you have obtained all Consents as may be required in order to provide the information and description of the Products on the Website.
- 3.5 You shall be solely responsible for ensuring that the Seller Panel is updated and reflects the real-time availability / non-availability of the Products listed on the Website. You shall be responsible for claims made by Buyers for inaccurate Product availability details that are displayed on the Website due to any negligence / default on Your part to provide updated and accurate Product information. You shall retain adequate inventory of the Products listed on the Website for successful and timely fulfillment of orders.


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- 3.6 You may also be required to provide images of the Products and/or images of the brands/ logos of the Products. You grant Snapdeal a non-exclusive and worldwide right and license to use the Product description, images of the brands/ logos of the Products to be used on the Website, and in any marketing and promotion material of Snapdeal to promote the sale of such Product on the Website, and, if required, to make technical modifications to the images so as to render them feasible for uploading on the Website. You represent that you have obtained all Consents as may be required (including Consents from the owners of the relevant brands where relevant) in order to grant Snapdeal the aforesaid rights and licenses.
- 3.7 You shall not attempt to exhibit, advertise, make available or offer for sell or use any Logistics Services provided by Snapdeal for any Products falling in the category of [Snapdeal Banned Products List](#) on this Website. Snapdeal shall be entitled to block or disable access of all such products and shall also have the right to suspend or terminate the Seller's access to the Seller Panel and the Website or terminate this Agreement forthwith. You agree and acknowledge that Snapdeal is not under any obligation or duty to verify or monitor any listing or content You provide or make available on the Website. You shall be the originator of all such listings or content and all the data and information contained therein, and Snapdeal shall be an intermediary for the purpose of such listings or content and all the data and information contained therein.
- 3.8 On the Buyer selecting to purchase the Products (i.e. "ordering") exhibited, advertised, made available or offered to sell by You on the Website and either making the payment of the Selling Price through the payment gateway provided on the Website or opting for cash on delivery, You will be intimated of the same through an electronic notification on the Seller Panel along with the details of the Buyer as provided by Buyer on the Website. You shall forthwith ensure that the Product(s) so ordered as duly and safely packed in accordance with Applicable Laws and shall immediately fulfill and complete the order of the Buyer.
- 3.9 You shall ensure that the Product as ordered by the Buyer is dispatched to the Buyer within such time period which Snapdeal may prescribe from time to time, along with all the required information, manuals, accessories (where applicable) warranty documents (where applicable) and any other relevant documents, to enable the Buyer to optimally use the Product purchased. You shall also issue and send a corresponding Invoice along with the Product.
- 3.10 You will have various [Delivery Models](#) for delivery of purchased Products to the Buyers. Snapdeal may, at its discretion, remove one or more Delivery Models or introduce other Delivery Models at any time in the future. On introduction of such other delivery models, Snapdeal may, at its discretion, offer these delivery options to all or select Sellers. The default delivery model will be Dropship model for the delivery of the Product. You agree that, when You elect to deliver Your Products through the Delivery



Models provided by Snapdeal, the Products shall considered to be delivered when actually delivered to the Buyer. The risk of any damage, loss or deterioration of the Products during the course or delivery or during transit shall be on the Seller and not on Snapdeal, its third parties or on the Buyer. You represent and warrant that the Products being delivered under the Delivery Models not faulty and are exactly those Products which are listed and advertised by You on the Website and purchased by the Buyer and meet all descriptions and specifications as provided on the Website.

- 3.11 You agree and acknowledge that exhibiting, advertising, making available or offering for sale, using Logistics Services, actual sale of and delivering illegal, infringing, fake, duplicate, spurious, counterfeit, refurbished, Selling expired FMCG products or previously owned Products or Products meant "not for sale" through the Website is prohibited and inter alia will cause great prejudice and harm to the reputation and goodwill of Snapdeal, and may also cause harm and prejudice to the Buyers and You shall not engage or attempt to engage in such activities. Further, if Snapdeal receives any complaint from any Buyer, or any third party or if You are found exhibiting, advertising, making available or offering for sale, using Logistics Services, selling or delivering illegal, infringing, fake, duplicate, spurious, counterfeit, refurbished or previously owned Products or Products meant "not for sale" or attempting to undertake the above through the Website, then, without prejudice to Snapdeal's other rights and remedies, You shall be liable to pay such amount to Snapdeal in accordance with "[Product Return Policy](#)" and "[Prohibited Seller Activities and Consequences Policy](#)". You agree that this liability will not be treated as penalty and Snapdeal shall have all other legal rights and remedies under this Agreement and Applicable Laws. Snapdeal reserves the right to adjust or off set the above amount from any amount accrued or due to You or is required to be remitted to You pursuant to this Agreement.
- 3.12 Snapdeal reserves the right to demand any document related to Products listed by You including documents required for the verification of Product genuineness.
- 3.13 You shall not submit any incorrect, incomplete, misleading or fake documents like invoices, brand authorisation certificate or any other document called for by Snapdeal, or re-register with another name in the event of getting delisting from the Website.
- 3.14 You hereby agree and acknowledge that any Product sold by You to Buyer may be refused to be accepted or taken delivery by the Buyer. You agree to accept the return of such Products whether ordered on cash on delivery mode or any other mode of payment. In case of rejection or non-acceptance of the Product by the Buyer, Snapdeal shall refund to the Buyer the Selling Price paid by the Buyer and Seller shall be liable to pay the charges in accordance with Commercial Term Segment.
- 3.15 In case of return or rejection of Products or Products getting damaged during the handling or warehousing of them and where Snapdeal is liable or otherwise agree to pay You the cost or Selling Price of such Products as per the TrustPay Policy or any other policy for the time being, then You agree and permit that Snapdeal or any liquidator/ auctioneer appointed by Snapdeal may, either itself or through any third party, liquidate/sell or


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repair/recondition/refurbish those Products to recover the losses incurred or payments made to You. If Snapdeal has recovered the loss or payments made to You herein from the Logistic Service Provider or any third party under the respective service arrangement, then You permit such Logistic Service Provider or third party to liquidate/sell such Products to recover their losses or payments made to Snapdeal. Without prejudice to all our rights and available remedies for Your fault or breach under this Agreement, You relinquish Your rights with respect to the Products liquidated pursuant to this clause. Further, You agree to ensure compliance of Applicable Laws including tax matters & movement documentation with respect to such returned or rejected Products till those Products are brought into the liquidation place. You agree and permit Snapdeal, its third parties or Logistics Service Provider to transfer the title in the Products and other collateral and benefits thereto (viz., warranties etc.) in the same manner as You would have transferred to the Buyer. Snapdeal states that any such sale or liquidation by Snapdeal shall be on wholesale basis or business-to-business basis.

- 3.16 For the purpose of marketing or promoting the Website and other services, Snapdeal may run various promotional offers from time to time to the Buyers or otherwise on the Website or in relation to the Website.
- 3.17 All commercial / contractual terms such as selling price of the Product, dispatch, delivery of the Products, warranties, etc., are bipartite contracts between the Buyer and You. Snapdeal and/or the Website are in the role of intermediaries in all such transactions. The payment facility is merely used by the Buyer and You to facilitate completion of the transaction. Use of the electronic payment facility or the cash on delivery method shall not render Snapdeal liable or responsible for the non-delivery of the Products listed on the Website or for any other reason whatsoever.

4. ELECTRONIC COMMUNICATION

When You use the Website or send emails or other data, information or communication to Snapdeal, You agree and understand that You are communicating with Snapdeal through electronic records and You consent to receive communications via electronic records from Snapdeal periodically and as and when required. Snapdeal will communicate with You by email or by notices on Seller Panel or electronic records on the Website which will be deemed adequate service of notice / electronic record. To the maximum extent permitted under any applicable law, You hereby waive all your rights to challenge the service of documents under any and all legal proceedings if the document is served on your designated electronic address including Seller Panel in terms of Information Technology Act, 2000.

5. COMMERCIALS


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- 5.1 You will pay Snapdeal, the Snapdeal Marketing Fees, Logistic Service Provider Fees and Payment Collection Fees, Fulfillment Centre Charges and any other fees and applicable taxes (as applicable), as provided in [Commercial Term Segment](#), for all the orders for purchase of Products by the Buyer and received by You through Website. Snapdeal will issue necessary invoice(s) to You for the aforesaid fee and charges.
- 5.2 Snapdeal shall have the right to amend the fee (as provided in Clause 5.1 above) applicable to each Product category and/or add or introduce any new fee or charges and/or the [Payment Cycle](#) as provided in the Commercial Term Segment with prior notice to You. Accordingly, prior to the implementation of the revised fee (as provided in Clause 5.1 above) or new fee or Payment Cycle for any Product, Snapdeal shall notify You, by way of an email and/or a notification on the Seller Panel detailing such additions/modifications/ amendments/ revisions to the fee or Payment Cycle. It shall be the Seller's responsibility to read the emails/notifications sent by Snapdeal from time to time. Your use of Seller Panel (including any updating any information in Seller Panel, the listing of Products, inventory maintenance, etc.) after additions/modifications/ amendments/ revisions of the fee (as provided in Clause 5.1 above) or Payment Cycle shall be deemed as acceptance of such additions/modifications/ amendments/ revisions.
- 5.3 For all orders placed on the Website, the Selling Price shall be collected by Snapdeal/ Nodal Bank for the Seller in the mode as selected by the Buyer while placing the order (i.e., payment gateway or cash on delivery or gift vouchers or any pre-paid payment instruments or payment systems). You hereby authorize Snapdeal or its third party service providers including the Nodal Bank or Logistics Service Provider to process, facilitate, collect and remit Seller Proceeds to You into a bank account designated by you ("Designated Account"). The Designated Account shall be in Your name and shall be opened and operated in accordance with all Applicable Laws, and You further represent and warrant that Your know your customer (KYC) details with such Designated Account shall always be true and current. You also agree that, in doing so, Snapdeal will be merely acting as intermediary with the sole intent and purpose of facilitating the sale and purchase of Products through the Website. You also agree that the payment facility provided by Snapdeal is neither a banking service nor a financial service but is merely a facilitator/ facilitating the service of providing an automated online electronic payment system, authorized banking infrastructure and credit card payment gateway networks or payment through other permitted payment systems or cash on delivery, for the transactions on the Website. Further, by providing the payment facility, Snapdeal is neither acting as an agent, nor a trustee and nor acting in a fiduciary capacity with respect to any transaction on the Website.
- 5.4 Snapdeal shall, and You hereby authorize Snapdeal to, make the payment of the Seller Proceeds to You after deducting Snapdeal's Marketing Fee, Logistic Service Provider Fees, Payment Collection Fees, Fulfillment Centre Charges and any other applicable fees as per the Commercial Term Segment. The fee and charges in the preceding paras may be for services provided by third party service providers of Snapdeal and Snapdeal merely deducting one or more of such third party related fee and charges shall not be deemed to be providing the corresponding services to You. You shall be liable or


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responsible for bank charges or other costs incurred on account of incomplete or inaccurate information provided by You with respect to your Designated Account. In absence of any Seller Proceeds or in the event Seller Proceeds are not sufficient for Snapdeal to deduct and recover the aforesaid fee and charges, You shall promptly pay such fee and charges upon receipt of the invoice for the same from Snapdeal.

- 5.5 Snapdeal shall, at all times, have the right and option to deduct / adjust / off-set any payments due to, or from, You in one sale transaction against any payments due from, or to, You in other sale transactions or payments due from you under any other marketing and promotional agreements/arrangements between You and Snapdeal including recovery/ adjustment/ off-set of any outstanding amount due and payable by You to Snapdeal from any Seller Proceeds payable to You and You authorize Snapdeal to such recovery, deduction, off-set or adjustment.
- 5.6 Unless stated otherwise, any and all fees or charges payable by You pursuant to this Agreement are exclusive of applicable taxes, and You agree to pay any taxes that are imposed and payable on such payments.
- 5.7 Snapdeal has the option to obtain an order for lower or NIL withholding tax from the applicable statutory authorities under Applicable Law. In case Snapdeal successfully procures such an order, it will communicate the same to You. In that case, the amounts retained shall be in accordance with the directions contained in the order as in force at the point in time when tax is required to be deducted at the source. Where You have deducted the taxes, You will promptly issue an appropriate tax withholding certificate for such an amount to Snapdeal.

6. OBLIGATIONS OF THE SELLER

- 6.1 You shall create and maintain all records of all the Products listed on the Website and also for those purchased by the Buyers through the Website, including all taxes, returns, refunds, etc., as may be required for various purposes including regulatory compliances and for the Website's Buyer's service purposes.
- 6.2 You may appoint a representative, who shall be Snapdeal's point of contact for any and all matters related to this Agreement, including all listings, sales and delivery related matters, and shall be authorized by You to communicate with Snapdeal regarding Your use of the Website / Seller Panel, and all transactions between You and the Buyer.
- 6.3 You shall be solely responsible and liable for any complaints and queries of Buyers with respect to the Products, its details and specifications, selling price of the Products, warranty terms, delayed delivery or non-delivery of the Products purchased or any complaints with respect to the quality or quantity of the Products delivered.


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- 6.4 You shall be solely responsible for making and delivering on any representations or warranties with respect to the quality of the Product to the Buyer, including all relevant Product warranties.
- 6.5 All orders placed on the Website are covered under the "TrustPay Policy " which can be accessed from <https://www.snapdeal.com/page/TrustPay> program as displayed on Website and as may be amended from time to time. You shall use the Website and hereby agree and undertake that the transaction with the Buyer is subject to and shall be in full compliance with this TrustPay Policy.
- 6.6 Buyers will have the option of providing Product / Seller reviews and rating of Sellers from whom they have purchased any Products using the Website. Snapdeal has the right (but not the obligation) to publish all such ratings and information received from the Buyer regarding the Product / Seller on the Website. Snapdeal is not obliged to monitor or modify any such ratings or reviews. You confirm that you will not indulge in any unethical activity to manipulate, directly or indirectly, the information that can affect your rating. You further acknowledge that such ratings and reviews are the opinions of Buyers and Snapdeal is not responsible for such ratings and reviews.
- 6.7 You agree that Snapdeal takes no responsibility and assumes no liability for any content posted, stored or uploaded by You, Buyer or any third party, or for any loss or damage thereto, nor is Snapdeal liable for any mistakes, defamation, slander, feedback, libel, omissions, falsehoods, obscenity, you may encounter. Snapdeal is not liable for any statements, representations or content provided by its users in any public forum, personal home page or other interactive area.
- 6.8 Snapdeal shall have the right to conduct a quality audit of the products proposed to be listed by the Seller on Snapdeal's platform, in the manner as determined by Snapdeal. It is agreed between the Parties that if the quality of the product is found to be defective/poor by Snapdeal, it shall have the right to delist the Seller from selling that particular product with immediate effect. Snapdeal shall have the sole right to determine the quality of the Product to be listed on its platform.
- 6.9 The Seller is obligated to comply with all applicable laws, rules and regulations including but not limited to Legal Metrology Act, 2009 along with Packaged Commodities Rules, 2011; Plastic Waste Management Rules 2016 (as amended) and Consumer Protection Act along with Consumer Protection (Ecommerce) Rules, 2020.
- 6.10 Packaging and Labeling: The Seller represents that all products will be packaged in compliance with relevant laws, including the Legal Metrology (Packaged Commodities) Rules, 2011, Plastic waste Management Rules, Environment (Protection) Act 1986, and any subsequent amendments, notifications, or circulars. The Seller will ensure that all products are adequately packaged to prevent damage, theft, etc. Each package will include a detailed list of the products and will be labeled, classified, and marked according to applicable laws. All products will be freshly packed, free from dust, and packed securely for transit, meeting the requirements outlined in the applicable laws.



7. TAX MATTERS

- 7.1 You will be responsible for the invoicing, collection and payment of any and all of taxes applicable on the Product sold through the Website together with the filing of all relevant returns and compliance required under VAT/CST/Entry Tax, Cess / Local Business Tax, Service Tax, Excise, GST, Customs or any other tax applicable on the Product listed and sold by You and applicable on You according to the Central / State / Local / Municipal Applicable Laws.
- 7.2 You will be solely responsible to charge correct rate of applicable taxes. You shall discharge Your obligations with respect to these taxes under Applicable Laws including valuation, MRP and classification of Product listed by You on Snapdeal and for any liability arising out of Your failure to comply with these obligations You shall be liable to indemnify Snapdeal and other persons in accordance with this Agreement. You will issue GST Tax invoice/credit memos as applicable including immediate correction, in case any discrepancies or errors are observed in terms of the mandatory statutory requirement prescribed under Applicable Laws. You will be solely responsible for preparing, making and filing any tax return/audit report, statutory reports and other filings and responding to any tax or financial audits of Your Products including those stored at the Fulfillment Centre.
- 7.3 You will be responsible to obtain and maintain all valid Consents including but not limited to Central Goods and Services Tax (CGST)/ State Goods and Services Tax (SGST)/ Union Territory Goods and Services Tax (UTGST)/Integrated Goods and Services tax/Goods and Services tax Compensation Cess, LBT, Customs duty etc. applicable on Your business or transactions and at no point of time You will accept the delivery of any order in case the Consent or any tax registration number is cancelled by the revenue authorities. You will be responsible to provide immediate request of de-activation of Your registration in the Snapdeal database in case of any change of ownership, restructuring, or cessation of business by You.



- 7.4 In case of instruction from any statutory authority or in the interest of tax compliances, Snapdeal may ask and You agree to promptly provide Snapdeal requisite evidence of Your discharge of obligations relating to taxes and in case of Your failure to duly deposit and / or comply with tax obligations, Snapdeal shall have the right to immediately deactivate Your account and/or utilize Seller Proceeds for discharging statutory obligations arising due to Your failure.
- 7.5 If Snapdeal is required by Applicable Law to collect any taxes from You, You will immediately pay such taxes to Snapdeal and Snapdeal shall have the right to deduct or recover the same from the Seller Proceeds.
- 7.6 If for any reason, any income tax or withholding tax or any statutory dues or taxes are instructed by any statutory authority to be deducted and deposited on any payments or remittances to You including Seller Proceeds or Selling Price, Snapdeal will have the right to deduct and deposit any such applicable taxes with the appropriate statutory authority and the remit the balance amount to You. No claim in respect of such taxes deposited would be made by You against Snapdeal.
- 7.7 You undertake that all information provided by You in relation to Your above obligations including various registration / Consents are true, accurate and current and You will immediately update any such information in case of any changes. Snapdeal reserves the right to request additional information and to confirm the validity of any of Your account information (including without limitation Goods and Services Tax (GST) related registration number) from You or Government authorities and agencies as permitted by Applicable Laws and You hereby irrevocably authorize Snapdeal to request and obtain such information from such Government authorities and agencies. Further, You agree to provide any such information to Snapdeal immediately upon request. Snapdeal reserves the right to charge You any applicable unbilled Goods and Services Tax if You provide a Goods and Service Tax identification number, or evidence of being in business, that is determined to be invalid. Goods and Service tax registered sellers and sellers who provide evidence of being in business agree to accept electronic Goods and Services Tax invoices in a format and method of delivery as determined by Snapdeal in compliance with Applicable Law.



- 7.8 In the event You agree to register yourself for a Fulfillment Centre facility provided by third-party service provider, wholly or partly as Your additional place of business from Goods and Services Tax regulations perspective, Snapdeal agrees to arrange a no objection certificate from a third party service provider as required to enable You to register Your site in Fulfillment Centre as Your additional place of business. You shall indemnify and keep indemnified Snapdeal, its affiliates a third-party service provider and their respective directors, officers, employees, contracts and agents, against any taxes, duties, penalties, interest, losses, damages, liabilities, costs, expenses, claims, orders, judgments and consequences arising from investigation or enquiry by the tax or government authorities due to any reason. In the event, Your Products at Fulfillment Centre are seized by the tax or any statutory authorities at any point of time for any reason, the responsibility for undertaking the release, and bearing the costs of the release, would be solely on You. You further represent and warrant that You will not register Fulfillment Centre as Your principal place of business in any of the states but only as an additional place of business. You shall be solely responsible for collecting any statutory form / entry tax or local tax related compliance if required by You for inter-state movement of goods owned by You at all point of time till the delivery to the Buyer for his/her consumption. The risk of any damage, loss or deterioration of the Products deposited in the Fulfillment Centre shall be on the Seller and not on Snapdeal, its third parties (including Fulfillment Centre service provider) on the Buyer. You represent and warrant that the Products being delivered to Fulfillment Centre are not faulty and are exactly those Products that are listed and advertised by You on the Website and purchased by the Buyer and meet all descriptions and specifications as provided on the Website.
- 7.9 In addition to other indemnification obligations in this Agreement, You agree to indemnify, defend and hold harmless Snapdeal, its affiliates and its respective officers, directors, employees, contractors, representatives and agents against:
- a) Any of Your taxes or the collection, payment or failure to collect or pay due taxes / Forms by You on transactions carried out by you on Website or through the Fulfillment Centre facility.
 - b) Road permits / Way-bill / Forms, if required by the Logistic Service Provider or any other related third party for the entry/exit of goods to/from the State in which You are conducting Your business by using Snapdeal Website/ facility and the same will be provided by You at your own expense.
- 7.10 Notwithstanding anything else contained herein, if subsequent to the date of signing of this Agreement or activation of Seller Panel, any new or additional taxes and similar levies in nature and any increased in the direct cost resulting from future legislation or interpretation of existing or future legislation, including and not limited to, VAT/CST, Central Goods and Services Tax (CGST)/ State Goods and Services Tax (SGST)/ Union Territory Goods and Services Tax (UTGST)/Integrated Goods and Services Tax (IGST)/Goods and Services tax Compensation Cess, R&D cess, works contract tax, services tax, excise, LBT, entry taxes, Customs duty etc. are imposed by Government/s


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or the concerned authorities which You are bound to pay in respect of the payments received by You in pursuance of the sale of Products or services rendered by You to Buyers on Website, then such new/additional taxes/levies will be borne by You. Additionally, the implementation of any upward / downward change in the rates of the existing taxes/levies shall be Your sole responsibility.

7.11 You agree that any non-compliance of taxes matters under this clause may cause prejudice or harm to the reputation and goodwill of Snapdeal. If Snapdeal is informed or aware about any such non-compliance then without prejudice to

Snapdeal's other rights and remedies under Applicable Laws, this Agreement or equity, Snapdeal shall be entitled to withhold any amount accrued to You pursuant to this Agreement including any Seller Proceeds. Snapdeal shall also be entitled to off-set or withhold remittances of an amount which in its reasonable estimation is required to safeguard its interests or comply with statutory directions / instructions or to cover losses, damages, liabilities, penalties or claims and for such purpose You hereby authorize Snapdeal to give instructions to the Nodal Bank to release the corresponding payments to Snapdeal or to any relevant third party.

8. TRANSFER OF OWNERSHIP OF PRODUCT, LOGISTICS AND BUYERS' RIGHTS

8.1 You agree that Snapdeal's role is that of an intermediary in the form of an online marketplace and is limited to managing the Website to permit You to exhibit, advertise, display, make available and offer to sell the Products and other incidental services to facilitate the transactions between You and the Buyers. Accordingly, the contract for sale of any of the Products shall be a bipartite contract between You and the Buyer. At no time shall Snapdeal have any obligations or liabilities in respect of such contract nor shall Snapdeal hold any title in the Products. The title in the Products and other rights and interest in the Products shall directly pass on the Buyer from the Seller in accordance with the terms of this Agreement.

8.2 The ownership (i.e. title) and risk in the Product purchased will get transferred from the Seller to the Buyer free of any lien, charge, encumbrance or any third party interest after successful delivery of such Product at the delivery address provided by the Buyer on the Website at the time of ordering, and until such time the ownership and risk in the Products shall vest with the Seller alone. As a market place, Snapdeal will extend its services to Sellers by giving mandates to Logistic Service Providers for facilitating the smooth functioning of the transaction between You and the Buyer. Any damage in transit on account of inadequate/unsuitable packaging will be to the account of the Seller.


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8.3 You will offer standard manufacturer's or seller's warranty actually associated with the Products. Further, in the event You are not the manufacturer of the Products, You will pass on the warranties provided by the original equipment manufacturer / original manufacturer of the Products to the Buyer at the time of sale of the Products. You agree that the options of repair, replacement or 100% (one hundred percent) refund of Selling Price will be provided by You to the Buyer in the event of any manufacturing defect or damage in relation to the Product. You shall issue a suitable, duly stamped, manufacturer's warranty card to the Buyer with the Product at the time of dispatch of the Product, if applicable. The Parties also agree and acknowledge that the primary and sole responsibility for redressal of the Buyer's complaints will rest solely with You at all times.

8.4 The bi-partite relationship between You and the Buyer for any transaction between You and the Buyer on or through the Website shall be further subject to the Standard Terms of Sale.

8.5 During the course of Your dealing with the Buyer on or through the Website, You may receive or be provided certain personally identifiable information or sensitive personal information of the Buyer. You shall keep such information strictly confidential and shall not disclose or reveal such information to any third party. In addition to the above confidentiality and non-disclosure obligation, You shall ensure that Your dealing with Buyer's information shall not lead to Snapdeal's breach of the Privacy Policy with respect to such Buyer's information.

9. AUDIT

Snapdeal shall have the right to inspect and audit Your records and premises / place of business through itself or through Snapdeal approved third party in case the same is required to ensure Snapdeal compliance of Applicable Laws or any statutory obligations / instructions.

10. REPRESENTATIONS AND WARRANTIES

10.1 The Parties hereby represent and warrant to each other as under:

10.1.1 The Parties have all requisite power, authority and competency to execute the Agreement, deliver and perform their obligations under this Agreement and have been fully authorized by all requisite corporate actions to do so; and

10.1.2 The execution and performance of this Agreement by either Party does not and will not violate any provision of any existing contract or Applicable Law.


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10.2 In addition, the Seller represents, undertakes and warrants that, at all times during the Term of this Agreement, it will:

- 10.2.1 deal honestly, fairly, and in good faith with both Buyer and Snapdeal;
- 10.2.2 not exhibit, advertise, make available, offer for sale, sell or deliver any Banned Products or counterfeit or fake products on the Website;
- 10.2.3 not to claim or represent any refurbished products or second hand products as "new" or "un-used", as the case may be;
- 10.2.4 deliver the Products to the Buyers in a timely manner consistent with the terms of this Agreement;
- 10.2.5 exhibit, advertise, make available, offer, sale, deliver the Products in accordance with all Applicable Laws;
- 10.2.6 comply with all Applicable Laws in the performance of this Agreement;
- 10.2.7 procure and shall maintain all Consents required for exhibiting, advertising, making available, offering, selling, delivering the Products;
- 10.2.8 attend to, and resolve, the Buyers' queries with regard to the delivery of the Products and the quantity and quality of the Products immediately from the date of receipt of such query;
- 10.2.9 ensure that every Product exhibited, advertised, made available, offered or sold on the platform is manufactured / imported in compliance with the Applicable Laws;
- 10.2.10 ensure that the Selling Price of all the Products offered on the Website shall be either equal to, or less than, the Maximum Retail Price (MRP) of that Product, as may be determined in accordance with Applicable Laws. The MRP, along with other statutory declarations, shall be mentioned on each Product and/or on its packaging in accordance with Applicable Laws. You confirm that selling and delivering Products above MRP or any type of misrepresenting related to MRP, discounts etc. or indulging in any other unlawful/ unethical practice through the Website will cause great prejudice and harm to the reputation and goodwill of Snapdeal and in case of any such complaint, You shall be liable to pay or compensate such amount to Snapdeal in accordance with "[Prohibited Seller Activities](#)" and [Consequences Policy](#)". You agree that this liability will not be treated as penalty and Snapdeal shall have all other legal and contractual rights and remedies under this Agreement and Applicable Laws. In addition to this,


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Your Products will be immediately delisted from Snapdeal and all Your rights will be revoked;

10.2.11 not re-register with another name in the event of delisting due to any reason pursuant to this Agreement.

10.3 The Seller hereby declares and represents that it deals only in original, new and unused, legitimate and genuine Products which are either self-manufactured and/or procured from legitimate channels or wherever required Seller has authority to deal in / sell such Products and in compliance with Applicable Laws. Where the Seller deals in refurbished or second-hand products, the Seller shall not list or advertise the Products on the Website stating these are new or unused.

10.4 The content of the Products, the text descriptions, graphics or pictures regarding the Product being uploaded on the Website, and the Product packaging, shall not be obscene, libelous, defamatory, or scandalous or which is capable of hurting the religious sentiments of any segment of the population or constitute an infringement of any intellectual property rights of any person or entity. All such content and information shall be in compliance with Applicable Laws as well as

Snapdeal's Website Terms of Use, Terms of Sale and Privacy Policy.

10.5 The Seller represents that the Seller shall not, at any time, use any intellectual property of Snapdeal in any manner without the prior written consent of Snapdeal. The Seller also represents that the Seller shall not purchase any Snapdeal metatags on the Internet without the prior written consent of Snapdeal.

10.6 The Seller represents and warrants that if Seller is found indulging in providing of false or misleading information or provision of defective or counterfeit Products, or is infringing any third party's intellectual property rights, then Snapdeal may initiate civil and/or criminal proceedings against the Seller and Snapdeal may, at its sole discretion, suspend, block, restrict, or cancel the Seller's registration on the Website and /or disqualify / bar the Seller from selling the Products on the Website.

11. **DISCLAIMER**

THE WEBSITE, SELLER PANEL AND THE SERVICES INCLUDING THIRD PARTY SERVICES, ALL CONTENT, FUNCTIONS, SOFTWARE,

MATERIALS AND INFORMATION AVAILABLE OR PROVIDED IN CONNECTION WITH THE SERVICES ARE PROVIDED ON "AS-IS" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF TITLE, NON-


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INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, SNAPDEAL MAKES NO WARRANTY THAT (I) THE WEBSITE, SELLER PANEL OR ANY THIRD PARTY SERVICES IN RELATION TO THE SAME WILL MEET YOUR REQUIREMENTS OR YOUR USE OF THE WEBSITE, SELLER PANEL OR ANY THIRD PARTY SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (II) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE, SELLER PANEL OR ANY THIRD PARTY SERVICES IN RELATION TO THE SAME WILL BE EFFECTIVE, ACCURATE OR RELIABLE; (III) THE QUALITY OF THE WEBSITE, SELLER PANEL OR ANY THIRD-PARTY SERVICES IN RELATION TO THE SAME WILL MEET YOUR EXPECTATIONS; OR (IV) ANY ERRORS OR DEFECTS IN THE WEBSITE, SELLER PANEL OR ANY THIRD PARTY SERVICES IN RELATION TO THE SAME WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SNAPDEAL, THE THIRD PARTY SERVICE PROVIDERS OR THROUGH THE WEBSITE / SELLER PANEL SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF USE.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1 Both Parties agree that all intellectual property, including any brands/logos, trademarks, etc., belonging to each Party are the exclusive property of the respective Party and, except as provided in this Agreement or permitted under Applicable Laws, cannot in any circumstances be used, or copied, or altered in any manner. Further, except as provided in this Agreement or permitted under Applicable Laws, neither Party may use any intellectual property, including any brands/logos, or trademarks, which is identical/similar to the brands/logos/trademarks of the other Party without being specifically authorized in writing by that other Party.
- 12.2 The information and data (including personal and sensitive information and data) of the Buyer or any user of the Website shall be proprietary to Snapdeal and Snapdeal shall alone retain all rights including all intellectual property rights in such information and data. No rights in or to such information and data are deemed to have been granted to the Seller. To the extent Seller derives any rights in such information and data by virtue of it undertaking the sale and purchase transaction with a Buyer, the Seller shall hold such rights in trust for Snapdeal and the Seller shall do and undertake all such acts to exclusively assign such rights in the information and data to Snapdeal. The Seller further agrees that (a) all such data and information shall be treated as Confidential Information of Snapdeal for the purposes of this Agreement, irrespective whether whole or part of such data is available in public domain; (b) Snapdeal being the owner and proprietor of such data and information shall be entitled to use, store and exploit the same in any manner as may be deemed fit by Snapdeal and in accordance with Snapdeal's privacy policy as provided on the Website from time to time; and (c) Seller shall not use such information and data other than selling the Products through Website or


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required for law enforcement purposes and shall in no way sell, transfer or otherwise exploit such information and data.

12.3 You hereby authorize Snapdeal to use and include Your trademarks (as may be provided by You from time to time) and Your corporate name on the Website and in any directory or promotional material produced in connection with the promotion of the Website or the Products offered by You on the Website without any license fee or royalty and such usage shall be without any consideration.

12.4 You acknowledge that Snapdeal is merely an intermediary with respect to the Products listed on the Website. However, on receiving written notification of any alleged infringement of third party intellectual property rights due to exhibition, advertisement, display or offer for sale of any Products/third party trademark or copyrighted matter on the Website (including availability or sale of counterfeit goods on the Website), Snapdeal shall, in compliance with Applicable Laws, remove / delist the allegedly infringing Products / content from the Website, with or without prior notice to You and shall have the right to provide Your information, data and details to the person from whom such notification is received or such person's principal.

12.5 By submitting materials to Snapdeal for Your use of Website, You hereby grant Snapdeal and its affiliates a worldwide, perpetual and for as long thereafter as You are permitted to grant the said licence, royalty-free license (which may be exercised only in connection with our promotion and / or distribution of Your Products) to do the following:

- make reasonable modifications to the submitted materials;
- use, copy and distribute materials and modifications for our internal business purpose;
- use, copy, distribute and display materials and modifications on the internet and on other means of electronic or digital commerce to promote the Website or Your Products;
- use all trademarks and trade names associated with the materials.

Snapdeal will be the exclusive owner of any permitted modifications that it may create. By submitting materials, You warrant that You have full authority to grant the licenses described above, that You have not misrepresented Your identity in any manner, that any factual information You submit is true and accurate and that Snapdeal and its affiliates exercising of their license rights will not violate any proprietary rights of any third party.

12.6 The ownership of the Website shall always vest with Snapdeal (or its assignees) and Snapdeal shall make reasonable efforts to deal with any technical issues affecting the Website (such as, for instance, the Website becoming inoperative). Snapdeal does not warrant that the Seller will be able to use the Website and exhibit, advertise, offer for


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sale the Seller's Products at all times or locations on the Website or that the Website and the services provided through the Website will be uninterrupted or error-free or that the defects will be corrected by Snapdeal.

- 12.7 Seller acknowledges that Snapdeal hereby reserves all rights except those expressly granted herein, and that no right or license will arise by implication, estoppels or otherwise by operation of law. Seller shall not and shall not cause to reverse engineer, disassemble or decompile any application, software or other material or objects associated with the Website.

13. ANTI BRIBERY AND ANTI CORRUPTION POLICY

- 13.1 The Parties agree to conduct all their dealings in a very ethical manner and with the highest business standards.

- 13.2 The Seller agrees to comply with "[Anti-Bribery and Anti-Corruption Policy](#)" as may be applicable to Third Parties (the term as defined in the Anti-Bribery and Anti-Corruption Policy) and adopt appropriate processes to prevent offering any illegal gratification in the form of bribes or gifts either in cash or in kind in the course of all dealings with Snapdeal or any other third parties for the purpose of this Agreement. Any instances of such violations will be viewed in a serious manner and Snapdeal reserves the right to take all appropriate actions or remedies as may be required under the circumstances.

- 13.3 The Seller will provide all possible assistance to Snapdeal in order to investigate any possible instances of unethical behavior or business conduct violations by an employee or hired person of the Seller.

14. LIMITATION OF LIABILITY

- 14.1 Seller's acknowledgments: Seller acknowledges that Snapdeal has made and is in the process of making substantial investment both monetary, knowhow and otherwise to establish its trade name among consumers and distributors so as to create a goodwill connoting a specific manner in which goods and services can be presented on and sold through the Website. The Seller further recognize that overall success of the Website and trade names of Snapdeal and its affiliates depends on the users of the Websites and how public in general perceives Website as a trusted online and electronic marketplace to buy and sell goods and services.

- 14.2 NOTWITHSTANDING ANYTHING CONTRARY CONTAINED IN THIS AGREEMENT, IN ANY EVENT, SNAPDEAEL AND ITS AFFILIATES SHALL NOT BE LIABLE (WHETHER IN CONTRACT, WARRANTY, TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, PRODUCT LIABILITY OR OTHER THEORY), TO THE SELLER OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR


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EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF REVENUES, LOSS PROFIT OR ANTICIPATED PROFITS, LOSS OF GOODWILL, LOSS OF BUSINESS OR DATA OR COST OF PROCUREMENT) ARISING OUT OF OR IN RELATION THIS AGREEMENT EVEN IF SNAPDEAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Snapdeal's entire liability to Seller under this Agreement or under any Applicable Law or equity shall be limited solely to actual and proven direct damages sustained by the Seller as a result of the gross negligence or willful misconduct of Snapdeal in the performance of its respective services and other obligations under this Agreement. In no event shall Snapdeal be liable, vicariously or otherwise, to the Seller and its affiliates or any third party for any losses, damages, liabilities, costs (including reasonable legal costs), and expenses (including taxation) which are in the aggregate in excess of the Snapdeal Marketing Fee actually paid by Seller to Snapdeal in relation to the Products in dispute except that if such losses are due to loss or damage to the Products by

Logistics Services Provider or at Fulfillment Centre the limitation of Snapdeal's liability shall be equal to the Seller Proceeds.

15. CONFIDENTIALITY

15.1 You acknowledge that during the existence of this Agreement, You will have access to confidential information of Snapdeal and its affiliates and their respective third parties which shall include the data and information of Buyer or any user of the Website. You undertake to keep strictly confidential all data, reports, and other confidential information supplied to You by Snapdeal or You have access under this Agreement and shall not sell or otherwise make that information available to any third parties and shall not use the confidential information solely in connection with this Agreement.

16. INDEMNIFICATION

16.1 In addition to any other indemnification obligation of the Seller in this Agreement, the Seller shall indemnify and hold harmless Snapdeal, its affiliates, successors, agents, assigns, and each of their directors, officers, employees, associates, agents, and representatives from and against any losses, damages, liability, settlement, claims, costs, taxes, penalty and expenses (including, without limitation, reasonable attorneys' fees) incurred by reason of (i) any breach or alleged breach by the Seller of this Agreement; (ii) any violation by the Seller of Applicable Law or Consents or Seller not obtaining any Consent; (iii) any breach by the Seller of any Snapdeal Policies or any other policies; (iv) any infringement and passing off of intellectual property rights of any third party; (v) breach of your obligations relating to taxes or the collection, payment or failure to collect or pay Taxes; (vi) Your breach of legally binding product and / or public liability;


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(vii) The Products or the content of the Products; or (viii) any cheating, misappropriation, fraud or illegal activity of Seller of any its employees or representatives.

16.2 Seller shall be under an obligation to ensure that Snapdeal is not made a party to any third party claims and shall promptly and unilaterally take adequate steps to absolve Snapdeal from any liability of any nature whatsoever, either present or anticipated.

16.3 Snapdeal shall be entitled to off-set an amount which in its reasonable estimation is required to safeguard its interests or comply with statutory directions / instructions or to cover losses, damages, liabilities, penalties or claims or towards the indemnification obligation of the Seller herein contained.

16.4 Seller shall notify Snapdeal of any claims made against the Seller, in relation to its use of the Website / sale of Products to Buyers on the Website, within 3 days of receipt of any notices, or knowledge of such claim by the Seller. In case Snapdeal at its sole discretion determine that any claim (brought to its notice by You or otherwise) might affect Snapdeal, You shall not consent to any settlement or further proceedings without Snapdeal prior written consent.

17. ASSIGNMENT

17.1 The rights and obligations under this Agreement shall not be assigned or transferred by You to any third party whomsoever, during the Term of this Agreement and any such assignment shall be void.

17.2 Snapdeal shall be entitled to transfer or assign any or all of its rights and/or obligations under this Agreement to a third party without a prior written notification to You or any requirement to obtain Your consent.

18. SUSPENSION AND TERMINATION

18.1 This Agreement may be terminated:

(i) By Snapdeal, with immediate effect, if You are in breach of any of its terms and/or any of the Snapdeal Policies, provided that, instead of terminating this Agreement, Snapdeal may, at its discretion, delist or disable Your listings from the Website and/or temporarily or permanently disable Your access to Seller Panel and/or User ID;


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- (ii) By Snapdeal, without any reason, by giving You a prior written notice of seven (7) days;
- (iii) By Seller, with 30 (thirty) days prior written notice to Snapdeal (to its Grievance Officer), unless specifically stated to the contrary in this Agreement; or
- (iv) By Snapdeal, with immediate effect, if a petition for relief under any bankruptcy or insolvency is filed by or against You, or You make an assignment for the benefit of the creditors, or a receiver or an administrative receiver or administrator is appointed for all or a substantial part of Your assets.

18.2 Snapdeal also has the right to suspend Your access to the Seller Panel (instead of terminating the Agreement) for any period of time (during which time period You shall not be permitted to sell Your Products on the Website) on the occurrence of any of the termination triggers specified in Clause 18.1 above or without any reason as stated in 18.1(ii) above.

19. CONSEQUENCES OF TERMINATION

19.1 On termination of this Agreement:

19.1.1 Snapdeal will, with immediate effect, block Your access to the Seller Panel and/or Website and consequently, You shall not be able to offer any Products to the Buyers thereafter; and

19.1.2 You shall return to Snapdeal all the confidential information of Snapdeal and all other properties and materials belonging to Snapdeal. Where the confidential information cannot be returned in material form, You shall destroy all of Snapdeal's confidential information and shall provide

Snapdeal with a certificate of destruction with respect to the same.

19.2 A Seller, whose arrangement under this Agreement has been terminated by Snapdeal for any reason whatsoever, shall not have the right to re-register himself /itself as a Seller on the Website at any time after such termination, unless Snapdeal, in its discretion, permits such re-registration.

19.3 It is agreed that the provisions set out in clause 7 to 18, 19, 20, 21, 22 and all those provisions and obligations which, by their very nature, survive the termination of this Agreement, shall continue to be binding on the Parties.


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- 19.4 On the termination of the Agreement, You will be entitled to only the Seller Proceeds which have become due to You on account of any purchase of the Products, made through the Website, prior to the date of termination of this Agreement. Snapdeal shall be entitled to adjust and off-set any monies, due from You to Snapdeal till the date of termination, from the Seller Proceeds payable to You on termination.
- 19.5 Without prejudice of the foregoing, the termination of this Agreement pursuant to any of the provisions contained herein above shall not limit or otherwise affect any other remedy (including a claim for damages), which either Party may have, arising out of the event which gave rise to the right of termination.
- 19.6 On the termination of the Agreement, You will immediately collect and remove all stocks of Products that You may have placed in Snapdeal's Fulfillment Centre (if any). Snapdeal shall not be liable for the return of any Products stored in the Fulfillment Centre, or the maintenance and continued storage of any Products that are not removed from the Fulfillment Centre within 5 days from the date of termination as mentioned above.
- 19.7 Termination of this Agreement or suspension of any rights of Seller under this Agreement shall not relieve Seller of its duties and obligations towards the Buyer after the Buyer has purchased the Product listed by Seller on the Website.

20. DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION

- 20.1 Any dispute between the Parties hereto during the subsistence of this Agreement or thereafter, in connection with, or arising out of, this Agreement, shall be referred to arbitration under the Arbitration and Conciliation Act, 1996, including any amendments or re-enactments thereto to be adjudicated by a sole arbitrator to be appointed by Snapdeal. Arbitration shall be held at New Delhi, India. The proceedings of arbitration shall be confidential and in the English language. The arbitrator's award shall be final and binding on the Parties. During the pendency of the arbitration proceedings or any judicial proceedings, Snapdeal shall have the right, to be exercised in its sole discretion, to suspend the Seller Panel access or any other access of the Website to the Seller.
- 20.2 The Agreement shall be governed by and construed in accordance with the laws of India, without reference to rules governing choice of laws. Except for any equitable relief, for which a Party may approach any court having competent jurisdiction, the courts of New Delhi, India, shall have exclusive jurisdiction in connection with this Agreement. Each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or


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proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. You shall not accept this Agreement and use the Website if You do not wish to submit to the aforesaid laws and jurisdiction.

21. AMENDMENT

21.1 Snapdeal may amend the terms and conditions of this Agreement including the Commercial Term Segment and the Snapdeal Policies at any time in its sole discretion by intimating You by way of notification on the Seller Panel and/or by sending an email to the email ID provided in the Seller Registration Form. It is your responsibility to review amendment notifications from time to time.

21.2 YOUR USE OF WEBSITE IN YOUR CAPACITY AS SELLER OR YOUR USE OF SELLER PANEL AFTER ANY MODIFICATION, AMENDMENT OR REVISION BEING SO NOTIFIED SHLL BE DEEMED AS YOUR ACCEPTANCE TO SUCH MODIFICATION, AMENDMENT OR REVISION.

22. MISCELLANEOUS

22.1 Force Majeure: Any delay in or failure to perform any obligations by the Parties under this Agreement shall not constitute default hereunder if and to the extent caused by force majeure, which is defined to be occurrences beyond the reasonable control of the Party committing default, including but not limited to technical crash/downtime of website, acts of the government authorities, acts of God, fire, flood, explosion, riots, war, rebellion, insurrection, sabotage and non-cooperation of third parties. Provided, however, that Seller shall give prompt written notice within a period of two (2) days from the date of the force majeure occurrence to the Snapdeal. You shall use all possible efforts to avoid or remove such cause of non-performance and shall continue performance hereunder whenever such causes of force majeure are removed. During a force majeure condition. You shall give first priority to complete or fulfill the orders You have received through the Website.

22.2 Entire Agreement: This Agreement, along with the Commercial Terms Segment and Snapdeal Policies shall constitute the full and complete Agreement between the Parties hereto relating to the subject matter thereof. The Parties state that there are no oral statements, representations, warranties, undertakings or agreements between the Parties except as provided herein. This Agreement supersedes/cancels all prior communications, understandings and agreements whether written or oral or in electronic form, (such as the Seller Registration Form), between the Parties hereto.


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- 22.3 Notices: Any notice or other communication to be given hereunder will be in writing and in English language and given by facsimile, post-paid registered, certified mail return receipt requested, or electronic mail. Notice to You shall be issued at the address including electronic address provided by You in the Seller Registration Form, as amended by You from time to time.
- 22.4 No Partnership or Agency:- Seller and Snapdeal are independent contractors, and nothing in this Agreement will be construed to create a partnership, joint venture, association of persons, agency (disclosed or undisclosed), franchise, sales representative, or employment relationship between the Parties. As an abundant caution, it is clarified that Snapdeal shall not have any right to conclude any contract for sale or purchase of Products for and / or on behalf of the Seller and both parties have entered this agreement on principal to principal basis.
- 22.5 Waiver: No failure or delay on part of any Party hereto exercising any rights or remedies hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other rights or remedies by such Party. All waivers to be valid shall be in writing and signed.
- 22.6 Severability: Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. Further, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws of such jurisdiction.
- 22.7 Rights and Remedies Supplementary: The rights and remedies of Snapdeal available under this Agreement are supplementary to, and in addition to, any rights and remedies available to Snapdeal elsewhere or under Applicable Law or in equity.
- 22.8 Construction: This Agreement represents the negotiated agreement of the Parties, with the advice and assistance of counsel, and shall not be construed against either party as the drafter thereof. This Agreement is written in English and the controlling language of the Agreement shall be English.
- 22.9 Grievance Officer: In compliance with Information Technology Act, 2000 and the rules made thereunder, the Grievance Officer of Snapdeal for the purpose of this Agreement shall be Mr. **Ritesh Verma** with email address: grievanceofficer@snapdeal.com. Snapdeal may change the aforesaid details from time to time.



Snapdeal's List of Banned Products (Indicative List not exhaustive)

1. Pornographic/ Obscene Materials (including child pornography)/violent in any form (Print, audio/video, MMS, images, photographs, etc.)
2. Cigars, cigarettes, Cheroots, Beedis, Smokeless tobacco, Dipping tobacco, Chewing tobacco, Hookah flavours with Tobacco, Smoking pipe tobacco, tobacco or other products containing tobacco
3. Electronic cigarettes and related products (regardless of whether they contain nicotine), such as:
 - E-cigarettes
 - Electronic pipes
 - Electronic cigars
 - E-hookahs
 - Accessories for such products (e-cigarettes), such as:
 - New and replacement cartridges
 - Atomizers/Tank, Clearomizer, Cartomizer, Mouthpiece
 - Batteries, chargers, adapters
 - Wires, coils and wicks
 - Smoke juice or similar e-cigarette refill liquids
 - E-liquid juice, electronic cigarette juice, smoke juice or similar refill liquids
 - Nicotine nebulizers
 - Nicotine inhalers or nasal sprays with more than 2ml nicotine
 - Nicotine Lozenges with more than 2mg nicotine
 - Nicotine patches with more than 2mg nicotine also referred to as Nicotine Transdermal System
 - Smokeless tobacco products such as:
 - Arriva dissolvable tobacco tablet
 - Chewing tobacco/Tobacco Gum
 - Dipping Tobacco
 - Dissolvable Tobacco
 - Snuff
 - Snus
 - Wad
 - Iqmik (also called blackbull, dediguss or punk ash)
 - Naswar
 - Gutka
 - Pan masala
 - Tooth powder or tooth paste containing tobacco
 - Products - including without limitation - hats, t-shirts and lighters, with cigarette or smokeless tobacco brands or logos
 - Products that promote smoking of cigarettes or tobacco products or promote the use or consumption of cigarette or other tobacco products
4. Alcohol or any products containing alcohol including but not limited to Brandy, Gin, Rum, Tequila, Vodka, Whisky, beer, wine, champagne, cocktails containing any distilled alcoholic beverages, chocolates or candies that encapsulates raw alcohol, spirit, hard liquor, wine or beer



5. Animals including pets and livestock, whether live or dead including its parts.
6. Wildlife, wild animals, birds and products made from thereof.
7. Endangered species of animals and illegal/restricted plants or seeds, whether alive or dead
8. Products made of or containing any or part of any plant or animal, the sale, storage, import or export of which is prohibited or regulated, such as, for example, endangered species, elephant ivory, coral, sea turtle shells, most reptile skins;
9. Counterfeit Goods and products/materials infringing any intellectual property rights
10. Currency (Cash or cash equivalent instruments considered legal tender, including money orders, traveller's cheques, stored value products like retail or open loop gift cards or electronic stored value redemption codes (except for retail gift cards for which authorisation from RBI has been obtained), Negotiable Instruments, etc. including counterfeit coins and paper money, bank notes, bonds and money orders
11. Equipment designed to create counterfeit items
12. Imitation and prop money that is not conspicuously marked "Copy" including Coins, Tokens, Paper Money and Commemorative medals
13. Lottery tickets
14. Financial Services
15. Stocks and Securities
16. Fire Arms, parts thereof, kits and ammunitions, weapons, realistic imitation firearms, Antique and collectible guns, Assault weapons, Automatic weapons (e.g. machine guns), Muzzleloaders and black powder guns, Revolver, Rifles, shotguns, and handguns, Smartphone guns and other guns designed to resemble harmless items, Sport and hunting guns, Starter guns, Wallet guns, Zip guns, Desi Katta - also referred as "Tamanchas", air weapons, air guns, BB guns and airsoft guns which are illegal and/or illegal to sell via the internet, spearguns, crossbows with a barrel, mace, black powder, all explosives and offensive weapons
17. Knives, knife blades, swords, daggers, axes, sharpedged and other deadly weapons, and parts of, and machinery for manufacturing arms, but does not include articles designed solely for domestic or agricultural uses such as a lathi or an ordinary walking stick and weapons incapable of being used otherwise than as toys or of being converted into serviceable weapons;
18. Hazardous materials including but not limited to acid, fireworks, pyrotechnics, explosives, flammable adhesives, poison, hazardous chemical, oil-based paint and thinners (flammable liquids), industrial solvents, insecticides & pesticides, machinery (containing fuel), Fuel for camp stoves/lanterns/heating elements, infectious substances etc.
19. Elements of human body, human remains or skeleton, human waste and body fluids or medical implants
20. Invoices (including blank, pre-filled, or value added invoices or receipts)
21. Liquefied Petroleum Gas cylinder
22. Maps and literature where Indian external boundaries have been shown incorrectly
23. Government related identifications, IDs and License, items/ equipment's (like wireless with frequency used by Police, uniforms of Government officials including but not limited to Police/ Army, etc.)
24. Controlled substances under the Narcotic Drugs and Psychotropic Substances Act, 1985
25. Medicines and veterinary medicines, medicinal products, medicinal feeds and remedies of any type which are sold by a seller who does not have the necessary licences, authorisations and/or professional qualifications to sell such products or has such licences, authorisations



26. or professional qualifications but has not been approved to sell this category of products by Snapdeal
27. Prescription-only Medicines, POM-V medicines (Prescription Only Medicines - Veterinarian) and any other device, drugs, vitamin, herbal product or other product which requires a doctor, optician or other healthcare provider prescription as a prerequisite for purchase Any prohibited drug or human growth hormone or products and ingredients that the food and drugs regulatory authorities or other governmental authorities have determined present an unreasonable risk of injury or illness, or are otherwise unsafe.
28. Products which are prohibited from being advertised under the Drugs and Magic Remedies (Objectionable Advertisement) Act, 1954 and other applicable laws
29. Products which are banned or prohibited for sale by CDSCO or such other central or state authority from time to time.
30. Products that have been altered to change the product's performance or safety specifications
31. Scheduled, restricted or banned medical equipment
32. Products claiming that the same is intended to be used for the diagnosis, cure, mitigation, treatment or prevention of disease in humans unless the claim is cleared or approved by regulatory authorities
33. New, used or refurbished medical devices unless the sale of which is allowed by law
34. Racially/ethnically/religiously offensive materials including
 - Products that promote or glorify hatred, violence, racial, sexual or religious intolerance or promote organizations with such views
 - Crime scene photographs
 - Morgue or autopsy photographs
 - Human body parts
 - Products retrieved from a disaster or tragedy site
 - Videos, sound, or other recordings taken without the subject's permission
 - Products related to terrorist activities including sale of images or items relating to current criminals, prisoners, or any terrorist outfits, etc.
 - Products that depict children (including boys, girls, baby) and youth (including boys, girls) in a sexually suggestive manner or a manner that encourages child sex acts, child nudity, child profanity, child drug use or profanity.
 - Graphic pornographic horror movie
35. Single Use Plastic (SUP) products in violation of the Plastic Waste Management Rules, 2016 (as amended). Single Use Plastic products like earbuds with plastic, plastic sticks for balloons, plastic flags, plastic candy sticks, plastic ice cream sticks, polystyrene/thermocool for decoration, plastic plates, cups, glasses, cutlery like plastic forks, spoons, knives, straws, trays, stirrers etc.
36. Plastic and Thermocol Products for sale in Mumbai and UP, such as the following:
 - Plastic carry bags with self-carrying feature
 - Plastic cling films
 - Plastic stretch wrap film or stretch film
 - Plastic shrink film
 - Plastic and thermocol plates
 - Plastic and thermocol cups and glasses
 - Plastic and thermocol spoons, knives, forks
 - Plastic straws
 - Disposable and thermocol plastic dishes
 - Plastic and thermocol bowls and containers
 - Plastic pouches to store food or liquids
 - Plastic coffee cup lids



- Packaged drinking water bottles (PET or PETE bottles) with a capacity of 200ml liquid and less
37. Radioactive Material
 38. Sex Determination Kit
 39. Stolen Properties
 40. Grey market product
 41. Government documents, identification, birth certificates, license, passports, other government issued personal documents
 42. Products intended to defeat, bypass or shut down emission control devices, including oxygen sensor simulators
 43. Products intended to override malfunction indicator lights
 44. High intensity discharge (HID) conversion kits
 45. Products intended to affect traffic signals
 46. Products where the serial number has been removed or altered
 47. Lock picking or locksmithing devices, such as:
 - Autolock bypass keys or jiggers
 - Digital decoders
 - Lock picking cards and lock picking guns
 - Lock picking sets
 - Slim-jims
 - Tension bars
 - Try-out keys
 - Tubular lock picks
 48. Devices designed to duplicate a key
 49. Code grabbing devices
 50. Master keys or skeleton keys
 51. Products designed to intentionally block, jam or interfere with licensed or authorised radio communications, such as:
 - Cell jammers
 - GPS jammers
 - Laser jammers
 - PCS jammers
 - Radar jammers
 - Wi-Fi jammers
 52. Products that descramble, or gain access to, cable or satellite television without permission, such as:
 - Blocker devices
 - Hardware or Software DSS Emulators
 - Listings for information or guides on "how to" descramble cable or satellite television without permission
 - Programmed Smart Cards
 - Smart Card programmers and unloopers
 53. Devices that are primarily useful for the purpose of the surreptitious interception of wire, oral, or electronic communications (i.e., eavesdropping or wiretapping), such as:
 - Bugging devices
 - Wiretapping devices
 - Audio-only or audio/video devices that are disguised to look like something that is not designed to record sound
 54. Devices used for hacking, descrambling, or otherwise obtaining unauthorized access to wire, electronic, or other types of communication
 55. Devices designed to facilitate the surreptitious viewing or recording of individuals for sexual purposes
 56. Products that incorporate Class IIIb lasers and Class IV lasers.

Sham Sharma
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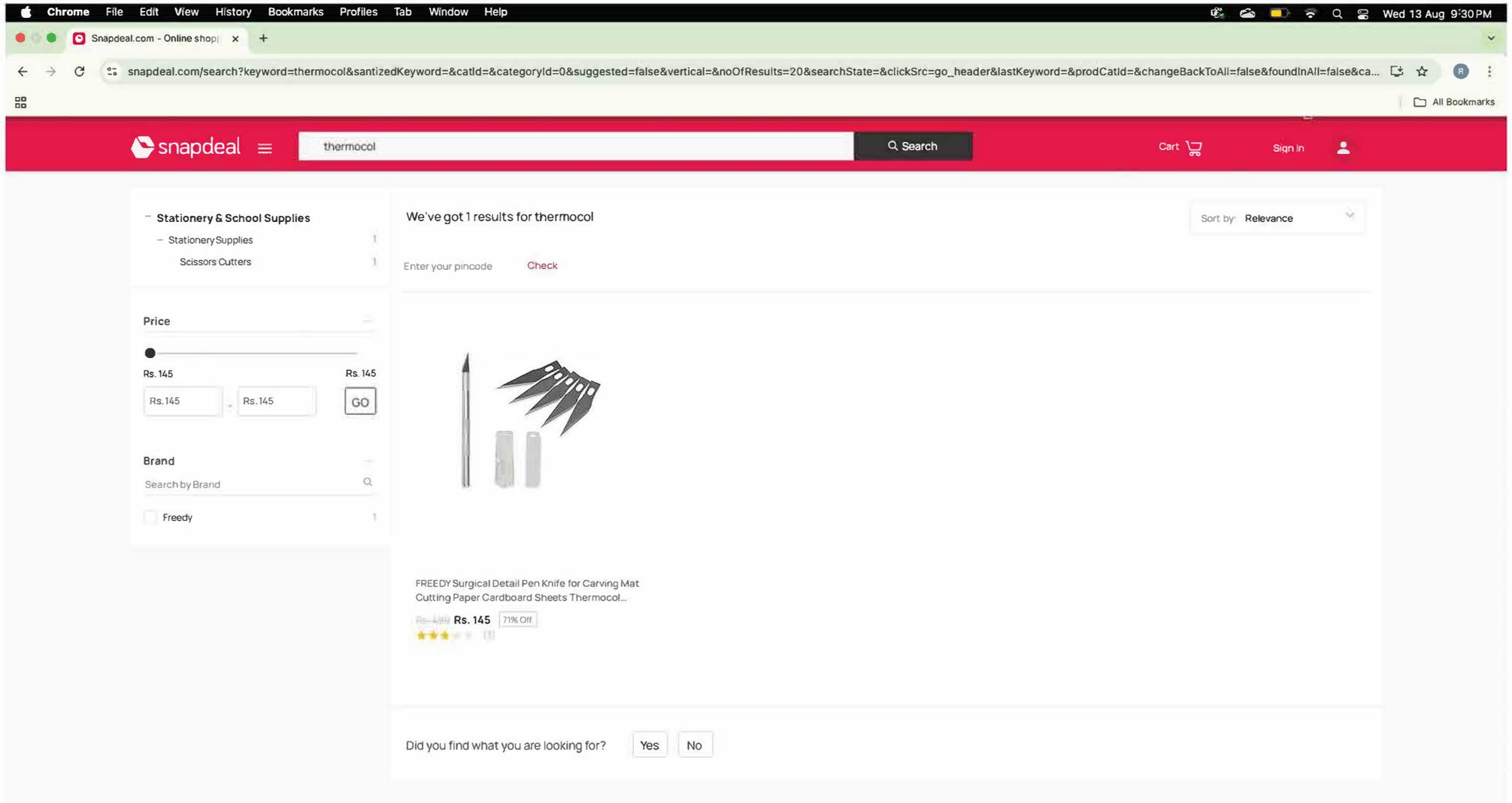


57. DVD duplicators that bypass copyright protections.
58. Blu-ray players that have been modified to disable region coding.
59. Any cell phone that was originally locked to a cell phone carrier and has been manually unlocked to work with other carriers (such as jailbroken iPhones, unlock codes for Blackberry).
60. Cell phone unlocking devices.
61. Cell phones with bad electronic serial numbers (ESNs).
62. Cell phones without International Mobile Equipment Identifiers (IMEIs).
63. Cell phones with invalid IMEIs.
64. Micro SIM cards modified from standard size SIM cards.
65. Credit/ Debit/ ATM card reader terminals and portable magnetic stripe card readers, sold as skimming device or cloning device.
66. Non-BIS compliant electronic products including video game consoles, laptop, notebook, tablets, Plasma/ LCD/LED Televisions of screen size 32" & above, Optical Disc Players with built in amplifiers of input power 200W and above, Microwave Ovens, Visual Display Units, Video Monitors of screen size 32" & above, Printers, Plotters, Scanners, Wireless Keyboards, Telephone Answering Machines, Amplifiers with input power 2000W and above, Electronic Musical Systems with input power 200W and above, Electronic Clocks with Mains Powers, Set Top Box, Automatic Data Processing Machine, Power Adaptors for IT Equipments, Power Adaptors for Audio, Video & Similar Electronic Apparatus, UPS/Invertors of rating $\leq 5kVA$, DC or AC Supplied Electronic Control gear for LED Modules, Sealed Secondary Cells/Batteries containing Alkaline or other non-acid Electrolytes for use in portable applications, Self-Ballasted LED Lamps for General Lighting Services, Fixed General Purpose LED Luminaries, Mobile Phones, Cash Registers, Point of Sale Terminals, Copying Machines/Duplicators, Smart Card Readers, Mail Processing Machines/Postage Machines/Frinking Machines, Passport Reader, Power Banks for use in portable applications. For more detail please see list of products under mandatory BIS certification.
67. Products offered for sale should not promote, suggest the facilitation of, or actively enable the infringement of or unauthorized access to digital media or other protected content.
68. Products intended to alter odometers
69. Driver's licenses and other government-issued identification cards
70. Vehicle Identification Number (VIN) plates
71. Vehicle airbags and airbag covers, airbag inflators and airbag components
72. Dietary supplements
 - that are subject to a regulatory recall or safety alert.
 - claiming that they can be used to cure, mitigate, treat, diagnose or prevent any kind of disease, disorder or condition in humans and in animals.
 - that do not comply with the mandatory labelling requirements as specified by the Food Safety and Standards Authority of India (FSSAI).
 - that do not contain the Food Safety and Standard license number printed on the product label.
 - that do not contain the mandatory Veg or Non-veg logo printed on the product label.
 - that are counterfeit, adulterated or misbranded.
 - marketed as sexual enhancement products that contain undeclared drug ingredients or prohibited active pharmaceutical ingredients.
 - such as weight loss products or fat loss products or slimming products that contain undeclared drug ingredients or prohibited active pharmaceutical ingredients



- intended for experiencing, or marketed for producing, an effect similar to that caused by an anabolic steroid, such as "Legal Steroids".
 - that contain ingredients derived from sharks, whales, dolphins or porpoises, such as joint pain supplements containing shark cartilage.
 - Food Products that are identified as "Creatine Monohydrate" and food products that have "Creatine Monohydrate" as an ingredient.
 - Hemp food products and food products that contain "Hemp" as an ingredient.
73. Products which do not comply with the declarations and standards prescribed by applicable laws.
 74. Products that are adulterated, spurious or misbranded
 75. Products that have passed their expiration or "use by" dates
 76. Gold, platinum or silver products that are not stamped in compliance with applicable laws.
 77. Products that do not comply with the prescribed standards for the Jewellery and Precious Metals under applicable laws.
 78. Irradiated gemstones, unless sale has been authorized by the appropriate government authority.
 79. Diamonds that do not comply with the Kimberley Process Certification Scheme or other certification schemes applicable in India.
 80. Counterfeit stamps and equipment designed to create counterfeit stamps
 81. Embargoed goods
 82. Products that infringe upon an individual's privacy, such as display of marketing lists and personal information
 83. Real estate
 84. Domain names
 85. Database lists of names, addresses, email addresses, personal information, and mailings lists of any kind
 86. Any product/material/service which cannot be exhibited, advertised, made available, offered for sale at e-commerce platforms/ technology due to restrictions/conditions for sale of those articles / material/ service unless all those conditions are met pursuant to the Applicable Laws
 87. Any product/material/service or any item containing any ingredient that is regulated or restricted or prohibited under Applicable Law(s).
 88. Any product/material which may assist in performance of any illegal or unlawful activity
 89. Unauthorized Copies of Intellectual Property
 90. Products that are identified as "not for distribution within India"
 91. Any other sanctioned or prohibited items as per law.
 92. Products that cannot be lawfully shipped to or sold in India
 93. Any product that is subject to a product recall
 94. Any other items deemed unfit for carriage by Snapdeal.

ANNEXURE R2/3 (COLLY.)



William Johnson
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Snapdeal.com - Online shop | x +

snapdeal.com/search?keyword=thermocool balls&sanzitizedKeyword=polystyrene&catId=0&categoryId=0&suggested=false&vertical=p&noOfResults=20&searchState=&clickSrc=go_header&lastKeyword=&prodCatId=&changeBackToAll=fal... ☆ All Bookmarks

thermocool balls

Stationery & School Supplies 2370
+ Art & Craft Supplies

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Rs. 143 - Rs. 1564
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Customer Rating
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★★★★☆ & Up 175
★★★☆☆ & Up 184
★☆☆☆☆ & Up 194

Brand
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Basketry 1
BECKONMART 6
Big Ball Yarn 35
Big Boss Yarn 3

Sorry, we've got no results for thermocol balls
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VARDHMAN Cotton Crush 8-ply White 200 GMS 100% Cotton Ball Hand Knitting Cotton/Art Cra...

Rs. 389 51% Off

★★★★☆ (17)

Oswal PARASMANI Hand Knitting Yarn/Wool/Woolen/Thread, Pack of 2 Balls of...

Rs. 389 51% Off

★★★★☆ (11)

CHOPRA INDUSTRIES C.I Soft Fingering Crochet Hook Yarn Needle Acrylic Thread Skin Wool Ball...

Rs. 389 39% Off

★★★★☆ (3)

Vardhman Jewellery Making Ball/Stone Chain Wholesale, Size 1.5 mm. Jewelry Making. Craft...

Rs. 261 56% Off

★★★★☆ (10)

Cotton Yarn

Cotton Yarn

Cotton Yarn

Cotton Yarn

Vardhman
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**Action Taken Report | Response to Notice dated 01.02.2022| Direction u/s 5 regarding phasing out of Single Use Plastic**

1 message

Snapdeal Legal <legal@snapdeal.com>

Wed, Mar 30, 2022 at 4:52 PM

To: pwm.cpcb@gov.in

Cc: divyasinha.cpcb@nic.in, atanudey.cpcb@supportgov.in

Dear Sir/Ma'am

We are in receipt of your Notice dated 01.02.2022 bearing Direction under Section 5 of the Environment (Protection) Act, 1986 to Single Use Plastic Sellers (SUP) /users for phasing out the Single Use Plastic.

We state that Snapdeal conducts its business as an e-commerce entity which provides an information technology platform on a digital or electronic network to facilitate transactions between buyers and sellers. Snapdeal does not manufacture, import, stock, distribute or sell any commodity including any Single Use Plastic item. Snapdeal is an intermediary as defined under the Section 2(w) of Information Technology Act, (IT Act) 2000. It is an e-commerce entity which is defined under Rule 3(b) of the Consumer Protection (E-commerce) Rules, 2020.

We are cognizant of the Plastic Waste Management Rules (PWM), 2016 and the Notifications issued thereunder from time to time. We have taken the following measures in compliance with the PWM Rules & Notification.

1. We have discontinued use and procurement of all Single Use Plastic products in our office premises.
2. We have advised all sellers on our platform that the notified Single Use Plastic products will not be permitted to sell on the platform with effect from 01.07.2022. We undertake to disable all listings pertaining to such products effective thereon.

Snapdeal has entered into MOUs with state governments to promote eco-friendly sustainable local crafts. Snapdeal has a focused approach towards Environment, Social & Governance program. The various initiatives of the company can be viewed at impacatsnapdeal.com.

Please note that we have taken all reasonable actions towards due compliance of the Notification and undertake to comply with applicable laws, notifications and Directions in this regard from time to time.

Regards

Snapdeal Limited

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Saturday, August 16, 2025 at 8:12:48 PM India Standard Time

Subject: Re: Advance Service of Reply filed on behalf of the Respondent No. 4 (Hariyali Welfare Society v. Flipkart & Ors., OA 164/2025)
Date: Saturday, 16 August 2025 at 8:12:10 PM India Standard Time
From: Ritwik Gupta
To: litigation@dclawchambers.com
CC: Arun Sri Kumar
Attachments: image001.png, image002.png, image003.png, Reply on behalf of R4.pdf

Dear Sir / Ma'am,

Please find attached a copy of the Reply filed on behalf of our client (AceVector Limited (Formerly Snapdeal); Respondent No. 4) before the Hon'ble National Green Tribunal, in compliance with the Order dated 23.04.2025 passed by Hon'ble Tribunal in this matter. An application seeking condonation of delay in filing the said reply is also enclosed herewith. Please note that an earlier version of the Reply was served upon you/filed due to an inadvertent error. We request you to kindly disregard the same.

Kindly acknowledge the service of this Reply and the IA for condonation of delay filed on behalf of Respondent No. 4.

Thanking you,

Ritwik Gupta
Keystone Partners, Advocates and Solicitors
Counsel for AceVector (Formerly Snapdeal) (Resp No. 4)

RITWIK GUPTA
Associate

M: + 91 84317 66364
E: ritwik.gupta@keystone.law
W: www.keystone.law



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T: [+91 11 4183 4323](tel:+911141834323) | [+91 11 7964 2909](tel:+911179642909)

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From: Ritwik Gupta <ritwik.gupta@keystone.law>
Date: Wednesday, 13 August 2025 at 11:12 PM
To: litigation@dclawchambers.com <litigation@dclawchambers.com>
Cc: Arun Sri Kumar <arun.srikumar@keystone.law>
Subject: Re: Advance Service of Reply filed on behalf of the Respondent No. 4 (Hariyali Welfare Society v. Flipkart & Ors., OA 164/2025)