



TERMS AND CONDITIONS

Welcome to *Bansiwala Store*, operated as an online platform dealing in Pooja Samagri, religious products, idols and murtis, wedding items, festival products, decorative items, and related accessories, accessible at our website and delivered across India (the “**Platform**”). These Terms and Conditions (“**Terms**”) constitute a legally binding agreement between Bansiwala Store (“**Company**”, “**we**”, “**us**” or “**our**”) and any person accessing, browsing, or transacting on the Platform (“**User**”, “**you**” or “**your**”). Please read these Terms carefully, together with our Privacy Policy, Shipping Policy, and Return & Refund Policy, before using the Platform or placing an order.

By accessing, browsing, registering on, or placing an order through the Platform, you signify your unconditional acceptance of these Terms. **If you do not agree with any part of these Terms, you must immediately discontinue use of the Platform.**

1. Definitions and Interpretation – In these Terms, unless the context otherwise requires, the following expressions shall have the meanings set out below:

- a. “**Company / We / Us / Our**” means Shri Balaji Trading Co., having its registered office at Ground Floor, Shop No. 216, Coronation Building, Fatehpuri, Chandni Chowk, Delhi – 110006 operating online under the trade name “Bansiwala”
- b. “**User / You / Customer**” means any natural or legal person who accesses, browses, registers on, or places an order through the Platform.

- c. **“Platform”** means the Bansiwala Store website, mobile-optimised site, and all associated services, features, and content made available by the Company.
- d. **“Products”** means Pooja Samagri, religious idols and murtis, wedding items, festival products, decorative items, and all other goods listed for sale on the Platform.
- e. **“Order”** means a request to purchase Products placed by a User through the Platform, and does not include items merely added to a cart and not checked out.
- f. **“Order Confirmation”** means the written or electronic communication (email, SMS, or WhatsApp) issued by the Company confirming acceptance of an Order, as further explained in Clause 5.
- g. **“Content”** means all text, graphics, logos, images, product photographs, descriptions, videos, and other material appearing on the Platform.
- h. **“Applicable Law”** means the laws of the Republic of India, including but not limited to the Indian Contract Act, 1872, the Information Technology Act, 2000, the Consumer Protection Act, 2019, the Consumer Protection (E-Commerce) Rules, 2020, and the Digital Personal Data Protection Act, 2023.

2. Acceptance of Terms, Eligibility and Registration

- a. **Binding Agreement:** By accessing, browsing, or purchasing Products from the Platform, you agree to be bound by these Terms, our Privacy Policy, Shipping Policy, and Return & Refund Policy, each of which is incorporated herein by reference.

- b. **Eligibility:** You must be at least 18 (eighteen) years of age and competent to contract under the Indian Contract Act, 1872, to place an Order. Persons who are minors, of unsound mind, or otherwise incompetent to contract may use the Platform only through, and with the express consent of, a parent or legal guardian, who shall be responsible for all resulting obligations.
- c. **Account Registration:** You agree to provide accurate, current, and complete information while registering an account or placing an Order, and to promptly update such information as necessary.
- d. **Account Security:** You are solely responsible for maintaining the confidentiality of your account credentials and password, and for all activities that occur under your account. You must notify us immediately of any unauthorised use of your account.
- e. **Suspension/Termination:** We reserve the right, at our sole discretion, to suspend, restrict, or terminate any account that we reasonably suspect is being used for fraudulent, unlawful, or abusive activity, without prior notice.

3. Product Information and Listings – We make every reasonable effort to ensure that product descriptions, specifications, pricing, and images displayed on the Platform are accurate and current. However, given the nature of our Products, you acknowledge and agree that:

- a. Product colours, shades, and finishes may vary slightly from the images displayed, owing to screen/display settings, photography, and lighting conditions.

- b. Idols, murtis, and other handmade or handcrafted religious articles may have minor and natural variations in size, colour, texture, or finish, being characteristic of handcrafted work and not defects.
- c. Festival-specific products are often produced by artisans in limited batches; minor design variations between the image displayed and the Product delivered may occur and do not constitute a defect.
- d. Product availability is subject to stock and may change without prior notice, particularly during high-demand festive periods such as Raksha Bandhan, Diwali, Navratri, and wedding seasons.
- e. **Manifest/Pricing Errors:** In the event a Product is listed at an incorrect price or with incorrect information due to a technical, typographical, photographic, or manifest error, we reserve the right to refuse or cancel the affected Order at any time before or after Order Confirmation, and to refund any amount already paid, without further liability & prior notice.

4. Pricing

- a. All prices displayed on the Platform are in Indian Rupees (INR) and are subject to change without prior notice.
- b. Prices displayed shall be inclusive/exclusive of applicable taxes as indicated at checkout; applicable Goods and Services Tax (GST) and shipping/handling charges (if any) will be displayed prior to final payment.
- c. We reserve the right to introduce, revise, or withdraw promotional offers, discounts, and coupon codes at our sole discretion and without prior notice.

5. Order Process and Acceptance – Placing an order on the Platform constitutes an **offer** by you to purchase the selected Product(s), and does not by itself constitute acceptance by the Company. A binding contract of sale is formed only when we issue an **Order Confirmation** by email, SMS, or WhatsApp. Until such Order Confirmation is issued, we reserve the right to accept, reject, or cancel any Order, in whole or in part, including for reasons such as:

- stock or Product unavailability;
- errors in pricing, description, or Product information;
- failure or irregularity in payment;
- suspected fraudulent, unauthorised, or abusive activity; or
- inability to verify or deliver to the address provided.

Where an order is cancelled after payment has been received, the applicable refund shall be processed in accordance with Clause 8. Users may modify or cancel an order free of charge at any time before it has been dispatched, by contacting our customer support.

6. Payment Terms – We accept secure online payments through trusted third-party payment gateways, including UPI, Debit Cards, Credit Cards, Net Banking, Razorpay, PhonePe, PayU, and Stripe (where available).

- a. All payment details are collected and processed directly and securely by our payment gateway partners; the Company does not store your card, UPI, or banking credentials on its servers.

- b. The Company shall not be liable for any failure, delay, error, or security breach attributable to a third-party payment gateway, bank, or financial institution.
- c. In case of a failed or duplicate payment where the amount has been debited but the Order is not confirmed, the amount shall be refunded to the original payment source within the timelines prescribed by the relevant payment gateway/bank, typically 5–7 business days.
- d. Where Cash on Delivery (“COD”) is offered as a payment option for a Product, applicable order limits, serviceability, and a nominal COD handling charge (if any) shall be specified at checkout; repeated refusal of COD deliveries may result in COD being disabled for that account.

7. Shipping and Delivery – Orders are dispatched and delivered in accordance with our Shipping Policy. Delivery timelines are estimates only (e.g., “5–9 business days”) and may vary depending on:

- The delivery location and PIN code serviceability;
 - The courier/logistics partner engaged for a particular order;
 - Weather conditions, public holidays, and local restrictions; and
 - Unforeseen circumstances or events of Force Majeure (Clause 16).
- a. **Festive and Time-Sensitive Deliveries:** For occasion-specific Products Users are strongly advised to place orders well in advance of the relevant date. While we make every reasonable effort to ensure timely delivery before the occasion, the Company shall not be liable for delay, non-delivery, or diminished significance of a time-sensitive order caused by courier delays, high festive-season volumes, or other circumstances beyond our reasonable control.

- b. **Non-Serviceable Areas:** We do not guarantee delivery to all PIN codes; serviceability will be indicated at checkout.
- c. **Risk of Loss:** Risk in the Products shall pass to the customer upon delivery to the address provided. It is the customer's responsibility to inspect Products upon receipt and report any transit damage within 48 (forty-eight) hours of delivery.
- d. **Undelivered/Refused Orders:** If a customer is unavailable to accept delivery or refuses delivery without valid cause, additional re-shipping or return-freight charges may be deducted from any applicable refund.
- e. Bansiwala Store shall not be responsible for delays or losses caused by third-party courier services, once the Products have been duly handed over to such courier partner in good condition.

8. Returns, Refunds and Cancellation Policy – Returns, replacements, and refunds are governed by our Return & Refund Policy, read together with this Clause 8, and in compliance with the Consumer Protection (E-Commerce) Rules, 2020. Customers are requested to read the Return & Refund Policy carefully before making a purchase.

- a. **Return Window:** Eligible Products may be returned within 7 (seven) days of delivery, unless a shorter or longer period is specified against a particular Product.
- b. **Return Conditions:** Products must be unused, unwashed, unworn, undamaged, with original tags/seals intact, and in their original packaging along with invoice, for a return to be accepted.

- c. **Non-Returnable/Non-Refundable Categories:** Owing to the religious, personal-use, hygiene, or occasion-specific nature of certain Products, the following categories are not eligible for return, exchange, or refund, except where the Product is proven defective or materially different from what was ordered:
- consecrated, worshipped, or ritually used idols, murtis, and pooja items;
 - Occasion specific products and festive hampers once the occasion/date for which they were ordered has passed;
 - customised or personalised Products (e.g., name-engraved items, made-to-order idols);
 - perishable items such as sweets, dry fruits, or flowers included in festival hampers; and
 - items explicitly marked “Non-Returnable” on the product page.
- d. **Defective/Wrong Products:** Where a Product is received in a damaged, defective, or materially incorrect condition, the customer must report the issue with photographic/video evidence within 48 (forty-eight) hours of delivery to be eligible for replacement or refund.
- e. **Refund Process:** Approved refunds shall be processed within 5–7 business days (other than public holidays) of the returned Product passing quality check, and credited to the original payment method, unless the product was purchased via Cash on Delivery option in which case, store credit will be provided.
- f. **Return Shipping:** Where a return arises from a defective, damaged, or incorrectly shipped Product, the Company shall bear the return shipping cost.

In all other cases (e.g., change of mind, where returns are permitted for the relevant Product), return shipping shall be borne by the customer.

- g. Cancellation:** Orders may be cancelled free of charge before dispatch. Once an order has been dispatched, it shall be governed by this Return & Refund Policy and cannot be cancelled outright.

Nothing in this Clause 8 restricts your statutory rights as a “consumer” under the Consumer Protection Act, 2019, including your right to approach the appropriate Consumer Disputes Redressal Commission.

- 9. Bulk and Custom Orders** – Bulk, wholesale, or customised Orders (including personalised Rakhis, made-to-order idols, and festival hampers for corporates/events) may be subject to separate pricing, production timelines, advance-payment requirements, and cancellation terms, which shall be communicated to and agreed with the customer in writing before Order Confirmation. Such customised Products, once confirmed, are strictly non-cancellable and non-returnable, save for manufacturing defects.

- 10. Intellectual Property Rights** – All content on the Platform, including but not limited to the Bansiwala Store name and logo, product photographs, graphics, text, icons, designs, videos, and overall website layout, is the exclusive property of Bansiwala Store or its licensors and is protected under the Copyright Act, 1957, the Trade Marks Act, 1999, and other applicable intellectual property laws.

- a.** Users are granted a limited, non-exclusive, non-transferable, revocable licence to access and use the Platform and its Content solely for personal, non-commercial shopping purposes.

- b. No Content may be copied, reproduced, republished, downloaded, posted, transmitted, or used for commercial purposes without the prior written consent of the Company.
- c. Unauthorised use of any Content may violate applicable copyright, trademark, and other laws, and may result in legal action.

11. User Conduct and Prohibited Activities – While using the Platform, you agree that you shall not:

- a. Use the Platform for any unlawful purpose or in violation of these Terms or Applicable Law;
- b. Attempt to hack, disrupt, damage, or gain unauthorised access to the Platform or its underlying systems;
- c. Upload or transmit any virus, malware, or other harmful code;
- d. Use any automated means (bots, scrapers, crawlers) to access or extract data from the Platform without authorisation;
- e. Copy, reproduce, or misuse Platform Content in violation of Clause 10;
- f. Misuse contact forms, review sections, or payment systems, including by submitting false, misleading, or defamatory information;
- g. Resell Products purchased from the Platform for commercial purposes without our prior written consent.

Violation of this Clause may result in suspension or termination of your account/access, cancellation of pending orders, and such legal action as may be available to the Company under Applicable Law.

12. Disclaimers and Limitation of Liability – To the fullest extent permitted by Applicable Law:

- a. The Platform is provided on an “as is” and “as available” basis. We do not warrant that the Platform will be uninterrupted, error-free, or free from viruses or other harmful components.
- b. The Company shall not be liable for any indirect, incidental, special, or consequential damages, including loss of profit or business opportunity, arising out of or in connection with the use of the Platform or the purchase of Products.
- c. The Company shall not be responsible for delivery delays, loss, or damage caused by third-party courier or logistics partners, or for failures attributable to third-party payment gateways, once the relevant service has been duly engaged.
- d. The Company shall not be liable for any loss or damage arising from misuse of Products, including their use for purposes other than that for which they are ordinarily intended.
- e. **Capping of Liability:** Save as required by Applicable Law, the Company's aggregate liability arising out of or in connection with any Order shall not exceed the total amount actually paid by the customer for the Product(s) giving rise to such liability.

Nothing in these Terms shall be construed to exclude or limit any liability that cannot be excluded or limited under the Consumer Protection Act, 2019, or any other Applicable Law, including in respect of defective or deficient goods and services.

13. Indemnification – You agree to indemnify, defend, and hold harmless Bansiwala Store, its owners, employees, and representatives from and against any claims, liabilities, damages, losses, and expenses (including reasonable legal fees) arising out of or in any way connected with your breach of these Terms, your misuse of the Platform, or your violation of any Applicable Law or third-party rights.

14. Product Availability – All Products are subject to availability. If a Product becomes unavailable after an order is placed, we may, at our discretion and with your consent, offer a suitable alternative Product, or issue a full refund of the amount paid for that Product.

15. Privacy and Data Protection – We collect and process personal information such as your name, contact details, delivery address, and order/payment-related information solely to process orders, provide customer support, and improve our services, in accordance with our Privacy Policy and the Digital Personal Data Protection Act, 2023 (“**DPDPA**”).

- a. Personal data may be shared with third parties strictly to the extent necessary for order fulfilment, such as payment gateways, courier/logistics partners, and IT service providers, who are contractually bound to protect such data.
- b. As a data principal under the DPDPA, you have the right to access, correct, and request erasure of your personal data, and to withdraw consent for its processing, subject to our legitimate operational and legal requirements, by writing to us using the contact details in Clause 19.

- c. The Platform may use cookies and similar technologies to enhance user experience; continued use of the Platform constitutes consent to such use, as further detailed in our Privacy Policy.

16. Force Majeure – The Company shall not be liable for any failure or delay in performing its obligations under these Terms where such failure or delay results from causes beyond its reasonable control, including but not limited to acts of God, natural disasters, fire, flood, pandemic, strikes, riots, war, governmental action, courier/logistics disruptions, or failure of telecommunications or payment networks.

17. Governing Law and Dispute Resolution – These Terms shall be governed by and construed in accordance with the laws of India. Subject to the mandatory consumer-forum rights described below, the courts at Delhi, India shall have exclusive jurisdiction over any disputes arising out of or in connection with these Terms or the use of the Platform.

- a. **Consumer Rights:** Nothing in this Clause shall affect your statutory right, as a consumer, to approach the District, State, or National Consumer Disputes Redressal Commission having jurisdiction over your place of residence, in accordance with the Consumer Protection Act, 2019.
- b. **Escalation and Arbitration:** In the first instance, Users are encouraged to raise any grievance with our Grievance Officer under Clause 19. Where a dispute cannot be amicably resolved within 30 (thirty) days, either party may refer the dispute to arbitration who shall be appointed in terms of Sec. 11 of the Arbitration & Conciliation Act, 1996. The Arbitration is to be conducted in

English and the seat of the Arbitration shall be Delhi, in accordance with the Arbitration and Conciliation Act, 1996, without prejudice to the consumer-forum rights referred to above.

18. Changes to Terms – Bansiwala Store reserves the right to modify, amend, or update these Terms at any time, at its sole discretion and without prior notice. The updated Terms shall be published on this page and shall become effective immediately upon posting. Your continued use of the Platform following any such change constitutes your acceptance of the revised Terms. For material changes, we may additionally notify registered Users by email or SMS.

19. Grievance Redressal and Contact Information – In accordance with the Consumer Protection (E-Commerce) Rules, 2020 and the Information Technology Rules, any complaints or grievances regarding the Platform or these Terms may be addressed to our Grievance Officer as follows:

- a. Name: **Ravi Aggarwal, Grievance Officer**
- b. Registered Address: **Ground Floor, Shop No. 216, Coronation Building, Fatehpuri, Chandni Chowk, Delhi – 110006**
- c. Email: **bansiwala.in@gmail.com**
- d. Customer Support / WhatsApp: **+91-7011767192**
- e. **Grievance Redressal Timeline:** Complaints shall be acknowledged within 48 (forty-eight) hours of receipt and resolved, as far as possible, within 30 (thirty) days.

20. Severability – If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed, and the remaining provisions shall continue in full force and effect.

— *End of Terms and Conditions* —