

# **TERMS AND CONDITIONS**

**ComfHutt Technologies Private Limited**

**Effective Date: 15 – 01 – 2026**

## **1. Introduction**

1.1 These Terms of Use and Legal Disclosures (“Terms”) govern your access to and use of the services provided by ComfHutt Technologies Private Limited (“ComfHutt”, “we”, “our”, “us”) through the website, mobile app, or other digital interfaces (collectively the “Platform”).

1.2 By accessing or using the Platform in any manner, you acknowledge that you have read, understood, and agree to be bound by these Terms.

## **2. Definitions**

**“Platform”:** ComfHutt’s digital marketplace for fractional ownership in real estate via SPV share offerings.

**“Property Entity / SPV”:** A Special Purpose Vehicle or company that holds title to a specific real estate asset.

**“Investor”:** Any individual or entity participating in fractional ownership opportunities facilitated by the Platform.

**“SEBI”:** Securities and Exchange Board of India, the regulator of securities and capital markets in India.

## **3. Nature of the Platform & Services**

3.1 ComfHutt is a **technology platform and marketplace** that connects investors with opportunities for fractional ownership in real estate assets through SPV equity share offerings.

3.2 ComfHutt does **not provide financial, legal, tax, or investment advice**. All investment decisions are solely made by the Investor.

3.3 ComfHutt does **not act as a stock exchange, broker, investment manager, trustee, or custodian** unless specifically agreed in writing.

## 4. Legal & Regulatory Framework

4.1 **Fractional Ownership Is Legal but Evolving** – Fractional ownership of real estate is practiced in India and investors can own fractions of property via SPVs under existing company and property laws. There is no specific standalone statute banning fractional ownership. However, the regulatory environment is actively evolving.

### 4.2 SEBI Regulatory Context

4.2.1 The Securities and Exchange Board of India (SEBI) has proposed bringing Fractional Ownership Platforms (FOPs) under regulatory oversight through amendments and additions to REIT regulations (including the MSM REIT framework). These proposals intend to improve transparency, disclosures, and investor protection.

4.2.2 SEBI's consultation and amendments do not presently prohibit all fractional ownership structures; they focus on regulated formats such as Small & Medium REITs (SM REITs) for pooled, publicly accessible schemes.

4.2.3 ComfHutt does not currently operate as a regulated SM REIT. ComfHutt structures offerings via SPVs under corporate law to avoid being classified as a public pooled investment scheme as defined under SEBI regulations.

### 4.3 RERA and Property Law

4.3.1 Applicable provisions under the Real Estate (Regulation and Development) Act, 2016 (“RERA”) may apply to underlying properties if they are part of a RERA-registered project. Investors must independently verify RERA registration status for applicable properties.

4.3.2 Compliance with RERA is separate from compliance with securities or company law.

#### **4.4 Companies Act & SPV Laws**

4.4.1 Investments are facilitated through SPVs governed by the Companies Act, 2013. SPV compliance with directorship, shareholder limits, annual filings, and statutory compliance is required.

4.4.2 If an SPV inadvertently breaches the maximum number of members permitted for private companies, separate compliance steps must be taken.

### **5. Investment Structure & Disclaimers**

#### **5.1 Ownership Structure**

Investors acquire equity shares in the SPV that holds the property. This equity represents ownership rights in the SPV, not a direct title in the underlying real estate, unless otherwise specified.

#### **5.2 No Guarantees**

ComfHutt does not guarantee investment returns, principal preservation, liquidity, valuation increases, rental income, or exit outcomes. Market conditions, tenant occupancy, legal issues, and regulatory changes can affect investment outcomes.

#### **5.3 Risk Acknowledgment**

5.3.1 Fractional real estate investment carries risk including but not limited to valuation risk, liquidity risk, tenant risk, regulatory changes, property management risk, and legal title risk.

5.3.2 Investors acknowledge that fractional ownership platforms may have **limited regulatory oversight** relative to fully regulated public investment products unless and until they migrate to regulated formats like SM REITs.

#### **5.4 No Investment Advice**

Nothing on the Platform constitutes investment advice. Investors should consult their own legal, tax, and financial advisors before engaging in investment transactions.

### **6. Disclosures, Transparency & Documentation**

6.1 Each investment opportunity on the Platform will be accompanied by an offering document or investment memorandum that includes property details, SPV governance, fee structures, risk disclosures, and legal agreements.

6.2 Investors must review and accept all such documents prior to investing.

6.3 ComfHutt disclaims liability for inaccuracies in third-party documentation; Investors should conduct independent due diligence.

### **7. Investor Eligibility & AML/KYC**

7.1 Investors must be at least 18 years old and comply with applicable Indian laws, including Know Your Customer (KYC) and Anti-Money Laundering (AML) rules.

7.2 ComfHutt may refuse services or investments if KYC/AML screening is incomplete or fails.

### **8. Secondary Market & Liquidity**

8.1 ComfHutt may provide mechanisms for secondary trading of SPV shares subject to terms specified per offering.

8.2 Secondary sale availability is not guaranteed and depends on demand, investor agreement, and legal transfer conditions.

## **9. Fees & Charges**

9.1 ComfHutt may charge service fees, platform fees, transaction charges, or management fees as disclosed in investment documents.

9.2 All fees are exclusive of applicable taxes.

## **10. Intellectual Property**

10.1 The ComfHutt platform, trademarks, software, content, and designs are owned by ComfHutt and protected under applicable IP laws.

10.2 Users may not reproduce or distribute Platform content without written permission.

## **11. Privacy & Data Protection**

11.1 User data is governed by ComfHutt's Privacy Policy, which outlines data collection, use, storage, and protection practices.

## **12. Limitation of Liability**

12.1 To the maximum extent permitted under law, ComfHutt and its affiliates are **not liable for any direct, indirect, consequential, incidental, punitive, or special damages** arising out of Platform use, investments, or reliance on Platform information.

## **13. Indemnification**

13.1 Users agree to indemnify and hold ComfHutt, its directors, officers, employees, and agents harmless from any claims, liabilities, losses, damages, costs, or expenses arising from use of the Platform, violation of these Terms, or engagement in any investment activity.

## **14. Modification of Terms**

14.1 ComfHutt may modify these Terms at any time. Continued use of the Platform after changes constitutes acceptance of updated Terms.

## **15. Termination**

15.1 ComfHutt may suspend or terminate access to the Platform for breach of Terms, non-compliance, or at its sole discretion.

## **16. Governing Law & Dispute Resolution**

16.1 These Terms shall be governed by the laws of India.

16.2 Any dispute will be subject to the exclusive jurisdiction of courts in Ahmedabad, Gujarat, India.

## **17. Severability**

17.1 If any clause is held invalid or unenforceable, the remaining provisions will remain in full force.

## **18. Entire Agreement**

18.1 These Terms constitute the entire agreement between ComfHutt and the user regarding use of the Platform.

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## **Additional Robust Risk & Compliance Clauses (Addenda)**

### **A. RERA & Property Title Disclaimer**

Investors must verify the legal title and RERA status of underlying properties independently. Compliance with RERA does not guarantee title perfection.

### **B. Regulatory Evolution Disclaimer**

Regulatory frameworks (SEBI, RERA, Companies Act) may evolve, potentially affecting how fractional ownership can be offered. ComfHutt does not guarantee continuity of any specific structure or terms beyond existing compliance.

### **C. Independent Due Diligence**

Investors acknowledge they have responsibility for independent due diligence on all legal, financial, tax, and property related matters.

### **D. Secondary Sale Conditions**

Secondary trading of shares is subject to SPV-specific terms, legal transfer restrictions, and compliance with applicable law.