

**SUO MOTU ADVERTISEMENT  
CASE NO. 52 OF 2023**

**BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY,  
MUMBAI**

**SUO MOTU ADVERTISEMENT CASE NO. 52 OF 2023**

MahaRERA on its Own Motion

.... Complainant

Versus

Macrotech Developers Limited

.... Respondent/ Promoter

**MahaRERA Project Registration No. P51800034759/ P51800033966**

**Coram: Dr Vasant Prabhu, Secretary, MahaRERA**

Adv. Smita Sharma appeared on behalf of the Promoter / Respondent

**ORDER**

11<sup>th</sup> August 2023

(Through Video Conferencing)

1. The MahaRERA Authority had issued a show cause notice dated 23/05/2023 to the Promoter above named for publishing an advertisement on website namely "<https://www.homesfy.co.in/bellagio-powai/index.html>" without mentioning the MahaRERA project registration number, in respect of their real estate project "**Lodha Bellagio - Tower D**" bearing MahaRERA registration nos. **P51800034759/ P51800033966**, situated at Powai, Mumbai.
2. The Promoter, inspite of having received the show cause notice dated 23/05/2023 had failed to show cause to the same within the time period mentioned in the said show cause notice.
3. In this regard, a hearing was scheduled on 09/06/2023 through video conferencing as per the MahaRERA Circular No. 27/2020 and MahaRERA Order No. 593/2023, when the Promoter can appear through its representative and make its submissions.
4. During the aforementioned hearing, the Promoter had submitted that "Homesfy" is their designated channel partner, authorised to display advertisements pertaining to the Promoter's projects. The Promoter had further stated that the channel partner,

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Homesfy, operates through two domains, namely homesy.co.in and homesfy.in. The Promoter had stated that on 10/05/2023, a domain transfer of Homesfy took place using the Google platform. As a result of this domain transfer, technical glitch had occurred, causing the project registration numbers and channel partner's registration number to be temporarily unavailable on the aforementioned website.

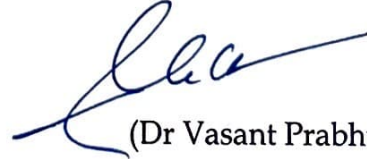
5. During the hearing, the Promoter had shown the website in question and pointed out to the mentioned project registration number and the channel partner's registration number.
6. Considering the circumstances, the Promoter was directed to submit a detailed report outlining the actions taken within a period of 7 days from the date of hearing.
7. Accordingly, through written submission dated 22/06/2023, the Promoter had stated that after scrutinizing the URL mentioned in the MahaRERA show cause notice, the advertisement as shown therein, reflected the MahaRERA registration number. The Promoter had further stated that Homesfy had brought to their knowledge that on 10<sup>th</sup> May 2023, there was a transition phase between two of their platforms, where all the advertisement and contents were transferred from one website to another. It was during this transition, the supporting platform hosting these websites had some technical glitch causing invisibility of partial contents on these websites for a short period of time. The Promoter had also submitted that their channel partner Homesfy, immediately addressed the issue and the contents were thereafter completely reflected although for an insignificant amount of time owing to transition between websites, the entire contents of the advertisement would not have appeared to the viewers.
8. In this regard, it is necessary to peruse the provision of section 11(2) of the RERA which reads as under:

*"11(2) The advertisement or prospectus issued or published by the promoter shall mention prominently the website address of the Authority, wherein all details of the registered project have been entered and include the registration number obtained*

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*from the Authority and such other matters incidental thereto."*

9. Upon interpretation of Section 11(2), it becomes apparent that the Promoter bears the responsibility to conspicuously display the MahaRERA registration number of the project in any advertisements or prospectus disseminated by them.
10. However, in the present case, the Promoter, herein referred to as **Macrotech Developers Limited**, had not engaged in the dissemination of any advertisement on the website in question. Consequently, **Macrotech Developers Limited** cannot be held accountable for the infringement of Section 11(2) of the Real Estate (Regulation and Development) Act.
11. In view of the above, the present case stands disposed of.



(Dr Vasant Prabhu)

**Secretary, MahaRERA**