BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.	:	**653 of 2022**
Date of order	:	**17.05.2024**

Mrs. Deepa w/o Sh. Satish Kumar R/O: 1518, Jata ki Dhani, sector – 57, Wazirabad, District- Gurugram, Haryana	**Complainant**
Versus	
M/s Landmark Infonet Private Limited **Regd. office:** A-11, Basement Chittranjan Park, South Delhi - 110019.	**Respondent**

CORAM:	
Sanjeev Kumar Arora	**Member**
APPEARANCE:	
Rahul Bhardwaj (Advocate)	Complainant
Amarjeet Kumar (Advocate)	Respondent

ORDER

1. The present complaint dated 18.02.2022 has been filed by the complainant/allottee under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 29 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provision of the Act or the rules and regulations

made there under or to the allottee as per the agreement for sale executed inter se.

A. Unit and project related details

2. The particulars of the project, the details of sale consideration, the amount paid by the complainant, date of proposed handing over the possession and delay period, if any, have been detailed in the following tabular form:

S. N.	Particulars	Details
1.	Name of the project	"Landmark Business Center", Sector 44, Gurugram, Haryana
2.	RERA Registered/ not registered	Not Registered
3.	Unit no.	Unit no. 15, 1st floor (Page no. 29 of the complaint)
4.	Unit area admeasuring	150 sq. ft. (Page no. 29 of the complaint)
5.	Date of allotment	03.08.2013 (Page 29 of complaint)
6.	Date of execution of agreement	Not executed
7.	Date of execution of MOU	13.09.2012 [Page 25 of the complaint]
8.	Assured Return Clause	4. *That the company will pay Rs. 31,500/- as assured return to second party till the date of possession or 24 months whichever is earlier.*

		(As per on page 26 of complaint)
9.	Due date of possession	13.09.2015 [Calculated as per ***Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018 - SC); MANU/SC/0253/2018]***
10.	Sale consideration	Rs.31,50,000/- (Page 26 of the complaint)
11.	Amount paid by the complainant	Rs. 31,50,000 /- (Page 8 and 27 of complaint)
12.	Occupation certificate	06.01.2017 (Page 87 of reply)
13.	Offer of possession	24.01.2017 (Page 88 of reply)
14.	Amount paid by respondent as assured return	Rs.5,95,350 (Page 85 of reply)

B. Facts of the complaint:

3. The complainant has made the following submissions: -

I. That, the respondent somewhere in the year 2012-2013 launched a commercial project as IT Park known as "landmark business center" in sector 44, Gurgaon. He considered booking a virtual unit admeasuring 150 sq.ft. which was later converted to a physical unit no. 15, 1st Floor, admeasuring 150 sq. ft.

II. That relying upon the respondent's representations and being assured that the respondent would abide by its commitments, he in good faith booked a unit in the project by virtue of a memorandum of understanding dated 13.09.2012 by paying a full and final amount of Rs. 31,50,000/- through cheque. The said booking amount was duly acknowledged by the respondent in the memorandum of understanding dated 13.09.2012.

III. That, in order to facilitate the said transaction making it legally binding, both the parties entered into the memorandum of understanding (MOU) dated 13.09.2012 which enumerated the rights and liabilities of both the parties. It was agreed by virtue of the MOU entered by the parties that the sale consideration for the said unit would be Rs 21000 per sq. ft. of super area thereby amounting to a total consideration of Rs. 31,50,000/- excluding of all charges levied by the respondent like maintenance, parking, PLC etc. to be paid at the time of possession.

IV. It is pertinent to note that he paid the total sale consideration amounting to Rs 31,50,000/- in one complete transaction which was duly affirmed and acknowledged by the respondent in the memorandum of understanding executed between them under clause 9.

V. It is pertinent to mention that the as per clause 4 of the memorandum of understanding the respondent promised that the respondent would pay Rs. 31,500/- as an assured return/rent on monthly basis payable quarterly to the her till the date of possession or 24 whichever is earlier. The relevant clause:

> *"5. That the first party will pay Rs. 31,500/- (Rupees Thirty One Thousand Five Hundred Only) as assured return per month payable*

quarterly to Second party till the date of possession or 24 months whichever is earlier."

VI. That, after his persistent and continuous efforts, the respondent provided a provisional allotment letter dated 03.08.2013 to her wherein the respondent allotted a unit number 15, 1st Floor, admeasuring 150 sq. ft. in the said project.

VII. Moreover, the respondent was liable to pay agreed assured return amount to her every month however, the respondent has failed to pay any assured return amount to her from the month of July 2013 till date.

VIII. The particulars of unit details, sale consideration, the amount paid by him, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S. NO.	HEADS	INFORMATION
1.	Name and location of the project	Landmark Business Center, Sector 44, Gurugram, Haryana
2.	Nature of the project	Corporate Center
3.	Unit no.	Unit No. 15, 1st Floor
4.	Unit measuring	150 sq. ft.
5.	Memorandum of Understanding	13.09.2012
6.	Date of execution of apartment buyer's agreement	Not executed

C. Relief sought by the complainant:

4. The complainant has sought following relief(s):

   a) Direct the respondent to pay agreed assured return charges along with interest at the prescribed rate to the complainant;

   b) Direct the respondent to pay delayed possession charges to the complainant till the handing over the possession;

   But vide proceeding dated 28.07.2023, the counsel for the complainant sought amendment of relief (from delayed possession charges to refund). Further vide proceeding 02.02.2024 the counsel for the respondent has averred that he has no objection to this change of relief.

5. On the date of hearing, the authority explained to the respondent/promoter about the contraventions as alleged to have been committed in relation to section 11(4)(a) of the Act to plead guilty or not to plead guilty.

D. Reply by respondent:

6. The respondent has contested the complaint on the following grounds:

   i. It is further submitted that the legislature never intended to make the provisions of the Act effective retrospectively and retroactively applicable to cover the units already sold prior to the commencement of the Act. The legislature never intended to apply the provisions of the Act to the already sold/allotted units for which the occupation certificate has already been granted by the Competent Authority. It is submitted that in the instant case, the occupation certificate was received from the competent authority on 06.01.2017 i.e., before various provisions of RERA came into effect on 01.05.2017. That it is pertinent to note that any

property which comes under the jurisdiction of HUDA is only given occupation certificate and as such there is no requirement of completion certificate. That as per the definition of on-going projects mentioned in Section 2(1)(o) of The Haryana Real Estate (Regulation and Development) Rules, 2017, any project or part thereof if has received occupation certificate or part occupation certificate from the competent Authority before 01.05.2017 then the said project doesn't fall under the jurisdiction of the Hon'ble Authority.

ii. The further the existing memorandum of understanding executed between the parties has neither been invalidated nor amended nor supplemented in any manner. It is but natural that any dispute qua the allotted units prior to the commencement of the Act will be governed by the terms and conditions of the existing agreement.

iii. It is further submitted that the provisions of the Act have only prospective operation, especially when it inter alia seeks to impose new burden. It is submitted that it is well settled law that a statute shall operate prospectively unless retrospective operation is clearly made out in the language of the statute. Thus, the provisions of the Act cannot be made applicable.

iv. That complainant on her own free will and after conducting her own due diligence applied for allotment of unit on lease hold basis in the project landmark business centre, Sector 44 Gurugram vide application form along with cheque no 026546 dated 03.09.2012 through its broker namely Vardaan Enterprises. The said MOU dated 13.09.2012 was executed between the parties determining all their rights and liabilities.

v. That after receiving the occupation certificate, respondent company vide letter dated 24.01.2017 requested her to clear pending dues and come

forward to take the handover of the unit and to ultimately enter into a separate lease deed as per the clause 3 of the MOU for perpetual lease of the allotted unit. However, despite repeated requests, she has failed to take the handover of possession and further execute lease deed as per clause 3 of the MOU dated 13.09.2012 which is ready and completed since January 2017. Thus, she is a defaulter and is also liable to pay interest on the due amount along with holding charges.

vi. Hence, she is liable to fulfil her obligation of making payment of the outstanding dues in terms of the MOU and then take the handover of the unit and simultaneously enter into a separate lease deed for perpetual lease of the allotted unit. She cannot be allowed to backtrack from the performance of her obligations on account of change of mind due the sluggish economic growth.

vii. In the present case time was never essence of contract and the stipulation in respect of completion of project and giving possession and thus no orders can be passed on the said premise. However, the complainant cannot be permitted to take advantage of his own intention to not go ahead with the handover of the unit or other extraneous consideration in as much as she has not made the payment of dues and applicable charges as per the terms of the MOU and also has not come forward to proceed with the execution of lease of the said unit for perpetual terms.

7. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of those undisputed documents and submissions made by the parties.

E. Jurisdiction of the authority:

8. The respondent raised a preliminary submission/objection that the authority has no jurisdiction to entertain the present complaint. The objection of the respondent regarding rejection of complaint on ground of jurisdiction stands rejected. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E. I Territorial jurisdiction

9. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram district. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

E. II Subject matter jurisdiction

10. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee's as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

> ***Section 11(4)(a)***
> *Be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;*
> **Section 34-Functions of the Authority:**
> *34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.*

11. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be

decided by the adjudicating officer if pursued by the complainant at a later stage.

12. Further, the authority has no hitch in proceeding with the complaint and to grant a relief of refund in the present matter in view of the judgement passed by the Hon'ble Apex Court in ***Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors. 2021-2022(1) RCR(C), 357*** and reiterated in case of ***M/s Sana Realtors Private Limited & other Vs Union of India & others SLP (Civil) No. 13005 of 2020 decided on 12.05.2022*** and wherein it has been laid down as under:

> *"86. From the scheme of the Act of which a detailed reference has been made and taking note of power of adjudication delineated with the regulatory authority and adjudicating officer, what finally culls out is that although the Act indicates the distinct expressions like 'refund', 'interest', 'penalty' and 'compensation', a conjoint reading of Sections 18 and 19 clearly manifests that when it comes to refund of the amount, and interest on the refund amount, or directing payment of interest for delayed delivery of possession, or penalty and interest thereon, it is the regulatory authority which has the power to examine and determine the outcome of a complaint. At the same time, when it comes to a question of seeking the relief of adjudging compensation and interest thereon under Sections 12, 14, 18 and 19, the adjudicating officer exclusively has the power to determine, keeping in view the collective reading of Section 71 read with Section 72 of the Act. if the adjudication under Sections 12, 14, 18 and 19 other than compensation as envisaged, if extended to the adjudicating officer as prayed that, in our view, may intend to expand the ambit and scope of the powers and functions of the adjudicating officer under Section 71 and that would be against the mandate of the Act 2016."*

13. Hence, in view of the authoritative pronouncement of the Hon'ble Supreme Court in the case mentioned above, the authority has the jurisdiction to entertain a complaint seeking refund of the amount and interest on the refund amount.

F. Findings on the objections raised by the respondent:

F.I Objection regarding jurisdiction of authority w.r.t. buyer's agreement executed prior to coming into force of the Act.

14. The contention of the respondent is that authority is deprived of the jurisdiction to go into the interpretation or rights of the parties inter-se in accordance with the MOU executed between the parties and no agreement for sale as referred to under the provisions of the act or the said rules has been executed inter se parties. The authority is of the view that the act nowhere provides, nor can be so construed, that all previous agreements will be re-written after coming into force of the act. Therefore, the provisions of the act, rules and agreement have to be read and interpreted harmoniously. However, if the act has provided for dealing with certain specific provisions/situation in a specific/particular manner, then that situation will be dealt with in accordance with the act and the rules after the date of coming into force of the act and the rules. The numerous provisions of the act save the provisions of the agreements made between the buyers and sellers. The said contention has been upheld in the landmark judgment of ***Neelkamal Realtors Suburban Pvt. Ltd. Vs. UOI and others. (W.P 2737 of 2017)*** decided on 06.12.2017 which provides as under:

> *"119. Under the provisions of Section 18, the delay in handing over the possession would be counted from the date mentioned in the agreement for sale entered into by the promoter and the allottee prior to its registration under RERA. Under the provisions of RERA, the promoter is given a facility to revise the date of completion of project and declare the same under Section 4. The RERA does not contemplate rewriting of contract between the flat purchaser and the promoter.....*
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> *122. We have already discussed that above stated provisions of the RERA are not retrospective in nature. They may to some extent be having a retroactive or quasi retroactive effect but then on that ground the validity of the provisions of RERA cannot be challenged. The Parliament is competent enough to legislate law having retrospective or retroactive effect. A law can be even framed to affect subsisting / existing contractual rights between the parties in the larger public interest. We do not have any doubt in our mind that the RERA has been framed in the larger public interest after a thorough study and discussion made at the highest level by the*

Standing Committee and Select Committee, which submitted its detailed reports."

15. Further, in appeal no. 173 of 2019 titled as ***Magic Eye Developer Pvt. Ltd. Vs. Ishwer Singh Dahiya***, in order dated 17.12.2019, the Haryana Real Estate Appellate Tribunal observed- as under

> *"34. Thus, keeping in view our aforesaid discussion, we are of the considered opinion that the provisions of the Act are quasi retroactive to some extent in operation and will be applicable to the agreements for sale entered into even prior to coming into operation of the Act where the transaction are still in the process of completion. Hence in case of delay in the offer/delivery of possession as per the terms and conditions of the agreement for sale the allottee shall be entitled to the interest/delayed possession charges on the reasonable rate of interest as provided in Rule 15 of the rules and one sided, unfair and unreasonable rate of compensation mentioned in the agreement for sale is liable to be ignored."*

16. The agreements are sacrosanct save and except for the provisions which have been abrogated by the act itself. Further, it is noted that the MOU has been executed in the manner that there is no scope left to the allottee to negotiate any of the clauses contained therein. Therefore, the authority is of the view that the charges payable under various heads shall be payable as per the agreed terms and conditions of the MOU subject to the condition that the same are in accordance with the plans/permissions approved by the respective departments/competent authorities and are not in contravention of any other Act, rules, statutes, instructions, directions issued thereunder and are not unreasonable or exorbitant in nature.

G. Findings on the relief sought by the complainant.

G.I To refund the entire amount deposited alongwith prescribed rate of interest.

17. The complainant was allotted a unit admeasuring 150 sq.ft. super area, on 1st Floor in the project namely 'Landmark Business centre' at Sector 44, Gurugram vide MOU dated 13.09.2012 for a sale consideration of

Rs.31,50,000/- and the complainant has paid it all while executing the said MOU. Further the complainant has also stated that the liability of the respondent towards the assured return against the said unit now is still pending.

18. In the present complaint, the complainant intends to withdraw from the project and is seeking return of the amount paid by her in respect of subject unit along with interest at the prescribed rate as provided under section 18(1) of the Act. Sec. 18(1) of the Act is reproduced below for ready reference:

> *"**Section 18: - Return of amount and compensation***
> *18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building.-*
> *(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or*
> *(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason,*
> ***he shall be liable on demand to the allottees**, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, **to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed** in this behalf including compensation in the manner as provided under this Act:*
> *Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."*
> *(Emphasis supplied)*

19. **Due date of handing over possession:** As per the documents available on record, no BBA has been executed between the parties and the due date of possession cannot be ascertained. A considerate view has already been taken by the Hon'ble Supreme Court in the cases where due date of possession cannot be ascertained then a reasonable time period of 3 years has to be taken into consideration. It was held in matter ***Fortune Infrastructure v. Trevor d' lima (2018) 5 SCC 442 : (2018) 3 SCC (civ) 1***

and then was reiterated in ***Pioneer Urban land & Infrastructure Ltd. V. Govindan Raghavan (2019) SC 725*** -:

> *"Moreover, a person cannot be made to wait indefinitely for the possession of the flats allotted to them and they are entitled to seek the refund of the amount paid by them, along with compensation. Although we are aware of the fact that when there was no delivery period stipulated in the agreement, a reasonable time has to be taken into consideration. In the facts and circumstances of this case, a time period of 3 years would have been reasonable for completion of the contract i.e., the possession was required to be given by last quarter of 2014. Further there is no dispute as to the fact that until now there is no redevelopment of the property. Hence, in view of the above discussion, which draw us to an irresistible conclusion that there is deficiency of service on the part of the appellants and accordingly the issue is answered."*

20. Accordingly, the due date of possession is calculated as 3 years from the date of signing of MoU. Therefore, the due date of handing over of the possession for the space/unit comes out to be 13.09.2015.

21. The respondent company completed the construction and development of the project and got the OC on 06.01.2017. Thereafter, the possession of the unit was offered to the complainant on 24.01.2017. The section 18(1) is applicable only in the eventuality where the promoter fails to complete or unable to give possession of the unit in accordance with terms of agreement for sale or duly completed by the date specified therein. This is a case where the promoter has already offered possession of the unit after obtaining occupation certificate. Moreover, the allottee has approached the Authority seeking withdrawal from project after a passage of more than 3 years from date of obtaining occupation certificate and never before. The allottee never earlier opted/wished to withdraw from the project even after the due date of possession and only when offer of possession was made and demand for due payment was raised, then only, she has filed a complaint before the authority.

22. The right under section 18(1)/19(4) accrues to the allottee on failure of the promoter to complete or unable to give possession of the unit in accordance with the terms of the agreement for sale or duly completed by the date specified therein. If allottee has not exercised the right to withdraw from the project after the due date of possession is over till the offer of possession was made to her, it can be inferred that the allottee has tacitly consented to continue with the project. The promoter has already invested in the project to complete it and offered possession of the allotted unit. Although, for delay in handing over the unit by due date in accordance with the terms of the agreement/MOU, the consequences provided in proviso to section 18(1) will come in force as the promoter has to pay interest at the prescribed rate of every month of delay till the handing over of possession and allottee's interest for the money she has paid to the promoter are protected accordingly and the same was upheld by in the judgement of the Hon'ble Supreme Court of India in the cases of ***Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors. (supra) reiterated in case of M/s Sana Realtors Private Limited & other Vs Union of India & others SLP (Civil) No. 13005 of 2020*** decided on 12.05.2022; that

> *25. The unqualified right of the allottees to seek refund referred Under Section 18(1)(a) and Section 19(4) of the Act is not dependent on any contingencies or stipulations thereof. It appears that the legislature has consciously provided this right of refund on demand as an unconditional absolute right to the allottees, if the promoter fails to give possession of the apartment, plot or building within the time stipulated under the terms of the agreement regardless of unforeseen events or stay orders of the Court/Tribunal, which is in either way not attributable to the allottees/home buyer, the promoter is under an obligation to refund the amount on demand with interest at the rate prescribed by the State Government including compensation in the manner provided under the Act with the proviso that if the allottees does not wish to withdraw from the project, he shall be entitled for interest for the period of delay till handing over possession at the rate prescribed*

23. The promoter is responsible for all obligations, responsibilities, and functions under the provisions of the Act of 2016, or the rules and regulations made thereunder or to the allottee as per agreement for sale. This judgement of the Supreme Court of India recognized unqualified right of the allottees and liability of the promoter in case of failure to complete or unable to give possession of the unit in accordance with the terms of agreement for sale or duly completed by the date specified therein. But the complainant-allottee failed to exercise his right although it is unqualified one rather tacitly wished to continue with the project and thus made himself entitled to receive interest for every month of delay till handing over of possession. It is observed by the authority that the allottee invest in the project for obtaining the allotted unit and on delay in completion of the project never wished to withdraw from the project and when unit is ready for possession, such withdrawal on considerations other than delay such as reduction in the market value of the property and investment purely on speculative basis will not be in the spirit of the section 18 which protects the right of the allottees in case of failure of promoter to give possession by due date either by way of refund if opted by the allottee or by way of delay possession charges at prescribed rate of interest for every month of delay.

24. In the instant case, the unit was provisionally allotted vide MOU dated 13.09.2012 and the due date for handing over for possession was 13.09.2015. The OC was received on 06.01.2017 whereas, possession was offered to the complainant on 24.01.2017. However, the complaint surrendered the unit on 18.02.2022 by filing the present complaint. Therefore, in this case, refund can only be granted after certain deductions as prescribed under the Haryana Real Estate Regulatory Authority

Gurugram (Forfeiture of earnest money by the builder) Regulations, 11(5) of 2018, which provides as under:

> ***"5. AMOUNT OF EARNEST MONEY***
>
> *Scenario prior to the Real Estate (Regulations and Development) Act, 2016 was different. Frauds were carried out without any fear as there was no law for the same but now, in view of the above facts and taking into consideration the judgements of Hon'ble National Consumer Disputes Redressal Commission and the Hon'ble Supreme Court of India, the authority is of the view that the forfeiture amount of the earnest money shall not exceed more than 10% of the consideration amount of the real estate i.e. apartment/plot/building as the case may be in all cases where the cancellation of the flat/unit/plot is made by the builder in a unilateral manner or the buyer intends to withdraw from the project and any agreement containing any clause contrary to the aforesaid regulations shall be void and not binding on the buyer"*

25. Thus, keeping in view the aforesaid factual and legal provisions, the respondent is directed to refund the paid-up amount of Rs. 31,50,000/- after deducting 10% of the sale consideration of Rs.31,50,000/- being earnest money along with an interest @10.85% p.a. (the State Bank of India highest marginal cost of lending rate (MCLR) applicable as on date +2%) as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 on the refundable amount, from the date of surrender i.e., 18.02.2022 till actual refund of the amount after adjusting the amount of assured return paid by respondent within the timelines provided in rule 16 of the Haryana Rules 2017 ibid.

H. Directions of the Authority:

26. Hence, the Authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the functions entrusted to the Authority under Section 34(f) of the Act of 2016:

i. The respondent/promoter is directed to refund the paid-up amount of Rs.31,50,000/- after deducting 10% of the sale consideration of Rs.

31,50,000/- being earnest money along with an interest @10.85% p.a. on the refundable amount, from the date of surrender i.e., 18.02.2022 till actual refund of the amount after adjusting the amount of assured return paid by respondent.

ii. A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.

27. Complaint stands disposed of.

28. File be consigned to the registry.

(Sanjeev Kumar Arora)
Member

Haryana Real Estate Regulatory Authority, Gurugram
Dated: 17.05.2024