

**BEFORE SHRI BINOD KUMAR SINGH, MEMBER
REAL ESTATE REGULATORY AUTHORITY, PUNJAB**

Complaint No.0187 of 2024

Date of Institution: 22.05.2024

Dated of Decision: 03.03.2026

1. Ms Reena Thakur and
2. Sh Sujit Thakur

Both at House no. 602, Bwing Raj, Paradide Marol, Military Road,
Andheri East, Mumbai, Maaharashtra- 400059

....Complainants

Versus

1. M/s Omaxe Chandigarh Extension Developers Pvt Ltd, India Trade Tower, Ist Floor, Madhya Marg Ext. Road, New Chandigarh, S.A.S Nagar, Mohali- 140901
2. Sh Bhupinder Singh, Director cum CEO, B-16, Ist floor, East of Kailash, South Delhi, Delhi-110065.

....Respondents

Present: 1. Shri Shahnawaz Khan, Advocate for the complainants
2. Shri Tejeshwar Singh, Advocate for the respondent

ORDER

1. This complaint in Form 'M' under Section 31 of the Real Estate (Regulation and Development) Act, 2016, (hereinafter referred to as the Act of 2016) read with Rule 36 (1) of the Punjab State Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as the Rules of 2017) was instituted on 22.05.2024 by the complainants in their individual capacity against the respondent seeking following reliefs:

1.1 To direct the Respondent to pay interest for delayed possession as per RERA Rules on amount paid i.e. Rs.76,05,041/- till the date of Offer of Actual Legal Possession after obtaining OC/CC from the competent Authority;

1.2. In light of Section 34, 35 & 37 of RERA Act, 2016, Respondent be directed to charge only for "Actual Carpet area" i.e. (117.34 Sq. Mtr /1263 Sq.Ft) and not for the Super area of 1885 Sq.ft/175.12 Sq.mtr. as per layout/ disclosure made before RERA Authority;

1.3. In light of Section 37 of RERA Act, 2016 Respondent be directed to refund or adjust the excess amount of Rs.22,95,180/- which has been charged for super area of 1885 sq.ft instead of carpet area of 1263 sq.ft.

1.4. The penalty of 5% of estimated cost of the project be imposed U/s 61 of RERA Act 2016 on Respondent for violating Section 7,11,14 of RERA Act,2016 & various other provisions of the Act by not adhering to sanctioned layout plans and involving in unfair trade practices by selling the unit on super area instead of carpet area.

1.5. Directed the Respondent to obtain and supply a valid OC/CC from the Competent Authority and to offer a valid legal physical possession and to execute Conveyance deed in terms of Section 17 of RERA Act 2016 within a time bound manner.

1.6. Respondent be directed to Pay Rs. 1,50,000/- as cost of litigation.

2. Brief facts of the complaint as submitted by complainant are summarized below: -

2.1. The complainant, booked & was allotted a Residential Unit 3BHK bearing No. TLC/CASPEAN-B/TWELFTH-A/12A01, having area of 1885 Sq Ft/175.12 Sq.mtr on 12th Floor in Tower CASPEAN-B in Project named "THE LAKE", situated at Omaxe New Chandigarh.

2.2 The Total price of the unit is Rs.82,11,487/- i.e. 1885 SqFt/175.12 Sq.mtr and price is Rs.39719.34 per Sq.mtr as per Annexure-B (Part-II) of Allotment cum Buyer's Agreement including all additional costs. Allotment cum Buyer's Agreement was executed on 09.07.2015 and copy of the

Allotment cum Buyer's Agreement dated 09.07.2015 is annexed as ANNEXURE C-1.

2.3 The complainant~~s~~ have paid more than 90% of the amount i.e. Rs.76,05,041/- incl. GST as per payment schedule dated 23.02.2024. Copy of the payment schedule dated 23.02.2024 & Receipt dated 16.03.2024 is Annexure C-2 (Colly). As per Allotment cum buyers' agreement dated 09.07.2015, the possession of the unit was to be delivered by the Respondent within 42 months from the date of signing of the allotment letter i.e till 08.01.2019 and the project delayed for more than 5 years. Neither the interest for delayed possession nor any compensation has been paid by the promoter to the complainant till date.

2.4 Furthermore, the Respondent Company was to provide the Carpet area measuring of 117.34 Sq. Meters/1263 Sq.Ft as per disclosure made to RERA Authority while registration of project and the same carpet area i.e.117.34 Sq. Meters/1263 Sq.Ft is registered with RERA Authority records also but the Complainant~~y~~ has been illegally charged for Super area of 1885 SqFt/175.12 Sq.mtr at the price of Rs.3690/- Sqft./ Rs.39719.34 Per Sq.mtr instead of Carpet area (1263 Sq.ft) as per Annexure-B (Part-II) of Allotment cum Buyer's Agreement dated 09.07.2015. Hence, the respondent company has violated various Sections 11,12,14,18, &19 of RERA Act 2016 by not making adherence to the sanctioned plan/ layout plan and has charged Rs.22,95,180/- (Rupees Twenty Two Lakhs Ninety Five Thousand One Hundred And Eighty Only) in excess (for 622 Sq.ft) illegally from the complainant.

2.5 Till date, the Respondent Company has neither adjusted nor refunded, the excess amount of Rs.22,95,180/- (Rupees Twenty-Two Lakhs Ninety-Five Thousand One Hundred and Eighty Only) which has been illegally charged by the way of misrepresentation against the excess area.

3. Notice of the complaint was served on the respondent who has filed a detailed reply in the matter.

3.1 The Complainants had submitted an application form/registration form dated 30.10.2014 for the purpose of booking a flat/unit/apartment. Thereafter, an Agreement for Sale was executed between the parties on 09.07.2015 and flat no. TLC/CASPEAN-B/TWELFTH-A/12A01 in the residential project 'The Lake' situated in 'Omaxe New Chandigarh', SAS Nagar, Mohali has been allotted. The Payment Plan opted by the Complainants was the additional discount payment plan, under which the Complainants have received a benefit/rebate of Rs.74,524/-.

3.2 The Agreement for Sale/Allotment Letter contains certain critical instructions provided to the Allottees, the same are not reproduced for the sake of brevity. Copy of the Allotment Letter has been admitted and annexed by the Complainants as Annexure C-1. Some important clauses are reproduced briefly:

i) The Allottee(s) agrees that he shall pay the price of the said Unit and other charges calculated on the basis of super area vis-à-vis Unit area, which is understood to include its pro-rata share of the common areas in the Project.

ii) The Company has calculated the super area of the Unit on the basis of meaning given in clause 7 of this Allotment Letter. The Allottee(s) hereby agrees and understands that the calculation of the Super Area of his booked Unit.

iii) The Allottee(s) hereby agrees to pay to the Company in timely manner the Basic Cost, Additional Cost, Preferential location charges, other charges etc. as per the payment plan opted by the Allottee(s) in Annexure-B.

iv) It is understood and agreed by the Allottee(s) that the super area given in this Allotment Letter is tentative and subject to change upon approval of final building plan(s) and/or on completion of construction of the Project.

v) 40(a), the Company shall try to complete the development/construction of the Unit/Project within 42 (Forty-Two) months from the date of signing of this Allotment Letter by the Allottee(s) or approval of the building plans, whichever is later and within such further extended grace period of 6 (Six) months. Completion of development of the Unit within such 48 months is subject to force majeure conditions.

3.3 It is pertinent to note that, in accordance with Clause 7 of the allotment letter, the complainants agreed to pay the price of the Unit based on the super area, which encompasses the common areas within the project. It is also pertinent to note that, pursuant to Clause 8 of the Allotment Letter, the Complainants expressly acknowledged and agreed to the calculation method used for determining the super area of the Unit. Additionally, under Clause 9, the complainants consented to the payment plan detailed in Annexure-B of the Allotment Letter, which explicitly specifies the super area of the Unit and the corresponding price calculated based on that super area. Furthermore, Annexure-A, identified on page 24 of the Agreement, explicitly states that the super area of the Unit is 1885 sq. ft. (175.12 sq. meters).

3.4 The term "super area" is defined comprehensively in Clause 7 of 'allotment letter' to include the covered area within the Unit, incorporating the total area enclosed by its perimeter walls, as well as areas under walls, columns, balconies, lofts, projections etc., and half the area of common walls shared with adjacent premises/units, which are integral to the Unit. Furthermore, the term "common area" is defined as those parts or areas within the entire project that the Complainants shall utilize in conjunction

with other occupants of the projects. This includes, but is not limited to, the entrance lobby, electrical shafts, fire shafts, plumbing shafts, service ledges, common corridors, passages, staircases, munties, and service areas such as the machine room, security/fire control rooms, maintenance offices, and stores etc.

3.5. As per Annexure-A and Annexure-B of the Agreement, the total cost of the unit (not including taxes, statutory levies and other charges) is clearly mentioned as Rs.82,11,487/- including the basic cost of the unit, preferential location charges, maintenance security and government levies (not including taxes, registration charges, other charges and aforesaid cost is subject to the terms and conditions of the Buyer's Agreement). Further, complainants alleged that while registering the project on the RERA Website, the carpet area has been mentioned as 1263 sq. ft. in Tower CASPEAN-E, and consequently, they are entitled to refund of the differential amount corresponding to 622 sq. ft. In this regard, respondent submitted that this is a false and legally untenable averment made by the complainants. In the Buyer's Agreement, it is clearly mentioned that the "super area" of the residential unit in question is 1885 sq. ft. The "carpet area" of the unit in question is, and has always been 1263 sq. ft.

3.6. Respondent stated that it is also to be noted that the complainants defaulted in timely payments of the unit under the agreement entered into between the parties, despite multiple demand notices and call reminders being issued to them. Respondent also stated that the complainants have defaulted in making adequate timely payments. In this regard, Clauses 10 & 32 of the Allotment Letter/Buyer's Agreement clearly state that timely payments are of the essence of the contract between the parties. In the instant case, the Complainants have regularly and consistently failed to make the agreed-upon payments on time which proves that the

Complainants themselves violated the clauses of the Allotment Letter, and thus, they cannot be allowed to take benefit of their own defaults.

3.7 The respondent in his reply argued that there is no mandatory stipulated date of possession under the Agreement, especially on account of non-timely payment of dues by the Allottees and force majeure circumstances. In this regard, clause 40(a) of the Allotment Letter stated that the Company shall try to complete the development/construction of the Unit/Project within 42 (Forth Two) months from the date of signing of this Allotment Letter by the Allottee(s) or approval of the building plans, whichever is later and within such further extended grace period of 6 (Six) months. Completion of development of the Unit within such 48 (Forty eight) months is subject to force majeure conditions and subject to timely payment by the Unit Allottee(s) or subject to any other reasons beyond the control of the Company. The counsel of the respondent also submitted that due to the unprecedented and unforeseeable calamity of COVID-19, the Respondent's work too was halted for a period of time and even after that could only resume at a snail's pace, given lack of availability of resources, personnel and labour at the time. In the present case, due to the lasting effect of COVID-19 that could not be foreseen by the promoter, being an Act of God, supply chains were interrupted and work could not resume at normal pace. Finally, there was a slowdown in the availability of raw materials and labourers due to COVID-19 which was for reasons beyond the control of the company. All of these consequences only eased up in the latter half of 2023. Therefore, force majeure circumstances in the form of Covid-19 crippled the ongoing development at the project/unit in question, and due to this reason, the construction was delayed.

3.8 The respondent referred the decision of the Hon'ble State Consumer Disputes Redressal Commission, Chandigarh in its Judgment and Order

dated 10.05.2023 passed in the cases of *Ramesh Kumar v. M/s Omaxe Chandigarh Extension Developers Private Limited and Ors.*, CC No. 9 of 2023 and *Ravinder Avasthi v. M/s Omaxe Chandigarh Extension Developers Private Limited and Ors.*, CC No. 10 of 2023, wherein the SCDRC Chandigarh granted the benefit of extension of 9 months in the date of possession to the present Respondent.

Similar relief has also been granted by the Hon'ble SCDRC Punjab in *Raman Kumar and Anr. v. Omaxe New Chandigarh Developers Pvt. Ltd.*, CC-24-2023. Even the Hon'ble National Consumer Disputes Redressal Commission in the case of *Kishore V. Patil v. M/s Marvel Zeta Developers Pvt. Ltd.*, Consumer Case No. 58 of 2022. D/d. 05.08.2024 has granted an extension of 16 months in the stipulated date of possession on account of the handicaps and challenges posed by COVID-19.

3.9 The provisions of Section 2(k) of the RERA Act define "carpet area" as the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment. On the other hand, Super Area/Super Built-Up Area is the total area of the property, including the built-up area, and common areas/utilities such as drainage, ventilators, entrance lobby, electrical shafts, fire shafts, plumbing shafts and service ledges on all units, common areas such as entrance lobby, lifts, common corridors and passages, staircases, munties, service areas including but not limited to machine room, security/fire control rooms, maintenance offices/stores etc. The super built-up area also includes the proportionate area of the amenities and facilities.

3.10 In the present case/project, the price of a unit was decided at the time of application/provisional allotment, depending upon various factors such as

the cost involved in building the project and the unit, position of the real estate market etc. This is why a total price is reflected in the documents. Pricing of units vary largely depending on their location, which floor they are on, what view they have, how close they are to the lift or the parking, materials used, cost of construction, cost of labour, the state of the real estate market at the time it is being sold etc. Only after the full price is decided, it is broken down into a per sq. ft. figure in order to give the buyer an idea of how much he is spending. The total price comes first; the square footage division comes after. Therefore, it is the price of the total unit that is a determining factor, and in the present case, the price of the unit was indicated in the allotment letter, and was finalized in Clause 2 of the allotment letter. In both these places, it is the price of the entire unit that is stated. Once the price of the unit is agreed upon and accepted by the Complainants and they have signed the Agreement, they cannot legally expect the same to be reduced by retrospective application of a square footage rate by alleging that the unit should be chargeable on carpet area basis and not on super area basis.

3.11 Further, it is stated by the respondent that an agreement for sale cannot state that the total price of the unit based on the super area (and can only state it on the basis of the carpet area) is erroneous and legally untenable. As submitted above, the total price of the unit remains fixed regardless of whether it is to be expressed in terms of super area or carpet area. Expressing/Mentioning the price on the basis of super area or carpet area is a moot point, as the same would not affect the total price of the unit in any way. This is especially true in the present circumstances where the total price was agreed to between the parties at the time of submission of Application Form as well as in the Allotment Letter/Agreement for Sale. There is no mandate in the RERA Act to charge only for the Carpet Area and also there is no bar to charge for the Super Area.

3.12 There is no mandate in the RERA Act to charge only for the carpet area; further, there is no bar to charge for the super area. Under the RERA Act, there is no prohibition on charging as per any metric per square foot (super area or carpet area or any other basis). Once there is no bar under the RERA Act and Rules to charge on the basis of Super Area, then it entirely depends of the Agreement executed between the parties, which in the present case, clearly provides for charging on the basis of super area.

3.13 The respondent also pointed out that the present complaint is liable to be dismissed as it is grossly time-barred having been filed beyond the stipulated period of limitation. Section 88 of the RERA Act specifically states that, "The provisions of this Act shall be in addition to, and not in derogation of, the provisions of any other law for the time being in force". Therefore, the broad principles relating to the law of limitation which are underlined in the Limitation Act, 1963 are applicable to this case.

3.14 Counsel of the respondent has filed application dated 13.12.2024 under order 1 Rule 10(2) for deletion/striking off of Respondent no. 2 from the array of parties. Copy of the same was also handed over to the complainant's counsel. The counsel argued that the present case pertains ns to reliefs of delay interest sought by the complainant against respondent no.1 builder. Respondent no. 2 is not builder/developer/promoter of the real estate project in question. Respondent no. 2 is simply a director of the Respondent no.1. There is a contractual relationship between the respondent no.1 and the respondent no.2.

4. Complainant filed his rejoinder controverting the allegations of the written reply filed by respondents and reiterating the averments of the complaint. The complainant has referred the Hon'ble Supreme Court decision in the case of M/s Halliburton Offshore Service Inc. Vs Vedanta Limited & Anr, where it was held that:

"69. The past performance of the contractor cannot be condoned due to covid-19 lockdown in March, 2020 in India."

Further, Counsel of the complainant also rely on the decision of the Hon'ble Supreme Court of India in the case of Haryana Urban Development Authority Vs Mrs Raj Mehta, wherein it was held that if the builder is at fault in not delivering possession of the units/plots by the stipulated date, it cannot expect the allottee(s) to go on paying instalments to it.

The complainant's counsel stated that as per para 9.2 of the Model Agreement, the allottee is entitled to stop making further payments to the respondent company as demanded by them and also referred the decision of Hon'ble Supreme Court in the case of "Ireo Grace Realtech Pvt Ltd Vs Abhishek Khanna", wherein it was held that the incorporation of one-sided and unreasonable clauses in the Apartment Buyers Agreement constitute unfair trade practices. Thus, the Developer cannot compel the buyers to be bound by one-sided contractual terms contained in the Apartment Buyers Agreement. The counsel of the complainants also referred some other decision whose facts are not similar to the facts of the present case.

5. The representatives for parties addressed arguments on the basis of their submissions made in their respective pleadings as summarised above. I have duly considered the documents filed and written & oral submissions of the parties i.e., complainant and respondents.

5.1 The complaints were allotted flat bearing No. TLC/CASPEAN-B/TWELFTH-A/12A01, having area of 1885 Sq Ft/175.12 Sq.mtr on 12th Floor in Tower CASPEAN-B in Project named "THE LAKE", situated at Omaxe New Chandigarh having RERA Registration No. PBRERA-SAS80-PR0040 situated at Omaxe New Chandigarh. As per agreement dated 09.07.2015, the total price of the unit is Rs.82,11,487/- having super area of 1885 Sq feet. The date of possession is 08.01.2019. Total payment Rs.76,05,041/- is made till date out of this Rs.7,30,342/- was paid before 08.01.2019 i.e. due

date of possession. As noted above valid possession was to be handed over to the complainant on or before 08.01.2019 and it is apparent on record that there is more than 5 years delay.

5.2 The complaints have raised the issue that the complainants have been illegitimately charged for Super Area i.e. 1885 Sq.Ft instead of Carpet Area measuring of 1263 Sq. Ft and also charged extra amount of Rs.22,95,180/- in excess for 622 Sq. Ft.

As per Section 2(k) of the RERA Act defines "carpet area" as the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

The Super area/Super Built-Up Area is the total area of the flat, including the built-up area, and common areas/utilities such as drainage, ventilators, entrance lobby, electrical shafts, fire shafts, plumbing shafts and service ledges on all units, common areas such as entrance lobby, lifts, common corridors and passages, staircases, service areas etc. The super built-up area also includes the proportionate area of the amenities and facilities. As per agreement dated 08.07.2015, total price of Unit is Rs.82,11,487/- excluding GST and there is no mention of sale price in terms Sq foot rate of unit in said agreement. Further, RERA Rules 4(3) states that:

"The promoter shall disclose the size of the apartment based on carpet area even if earlier sold on any other basis such as super area, super built up area, built up area etc. which shall not affect the validity of the agreement entered into between the promoter and the allottee to that extent."

Hence, RERA Rule state that it is mandatory to disclose the size of the apartment based on carpet area only. Respondent has not charged the price on the basis of Sq Feet but price mentioned for the unit having

defined super area includes price of common facilities also. Total price of said unit includes the pro-rata/un-divided proportionate share in the common areas as well as the. garage/parking. Further, the agreed price also includes the recovery of land costs, construction of not only the unit but also the common areas, internal and external development charges, the cost of providing electric wiring, electrical connectivity, lift, water lines, plumbing, finishing (including paint, marble, tiles, doors, and windows), fire detection and firefighting equipment in the common areas, as well as all other amenities and specifications within the Unit and the Project. If the allottees were to only take possession of carpet area, it would be a flat without electricity, water, garbage disposal, plumbing, balcony, terrace, verandah, elevators etc., and would therefore not be live able, even legally. The price of a unit was decided at the time of application/provisional allotment, depending upon various factors such as the cost involved in building the project and the unit, position of the real estate market etc. This is why a total price is reflected in the documents. Therefore, the contention of complainant is not acceptable on this issue.

5.3 The plea of the respondents that the complainant has also make payment after due date as mentioned in para 3.6 above. The contention of the respondents is not acceptable as the delay period pertains to dates which falls after due date of possession i.e. 08.01.2019. Further, it was also held that the incorporation of one-sided and unreasonable clauses in the Allotment letter constitute unfair trade practices. Thus, the Developer cannot compel the buyers to be bound by one-sided contractual terms contained in the Apartment Buyers Agreement.

5.4 Further the argument raised by Counsel for the respondent that heavy discount of Rs.74,524/- was extended to the complainant. However, this argument has no force as it is the case of the complainant that he had opted for down payment plan under which he was entitled to

this discount and the similar discount is given to all allottees of similar pedestal. The respondent offered the payment plans and the best was chosen by the complainant.

5.5 From the above discussion, it is evidently clear that there is a delay of several months on the part of the respondent in handing over possession of the flat to the complainant. Thus, the complainant is entitled for interest, as prescribed in Section 18(1) of the Act of 2016, for the period of the delay in handing over possession of the flat in question.

5.6 Section 18(1) of the Act of 2016 is reproduced as under:

"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)

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).

(2)

(3)"

5.7 The respondent also argued that pandemic of Covid-19 occurred with effect from March 2020 onwards and possession as claimed by complainants was to be handed over on 08.01.2019 and this Authority had itself granted 6 months reprieve to the promoters. It is further the case of respondent that during the intervening period of March 2020 to July 2021 due to Covid-19, the construction was at snail's pace and respondent could not meet the dead line and prayed for six months exemption from payment of interest for the period of delay. He has also relied upon various orders of the competent Authorities in this regard. As per Agreement, due date for possession was 08.01.2019 which is well

before the start of Covid-19 i.e March, 2020, hence no relief on this ground is allowed to the respondent.

5.8 Vide zimmi order/proceeding dated 13.02.2025, the respondent was directed to hand over the possession to the complainant without asking any demand raised in annexure-A of possession letter dated 22.01.2025 issued to the complainant as delayed interest u/s 18(1) of the Act, is likely to exceeds the amount demanded by the respondent.

5.9 As a result of the above discussion, this complaint is accordingly partly accepted. The undersigned is of the considered view that complainants are entitled for the receipt of interest from the respondent for the period of delay in handing over possession.

6. As a net result of the above discussion, this complaint is accordingly partly allowed and respondents are directed to:

6.1 As a net result of the above discussion, this complaint is accordingly allowed and respondent is directed to pay interest under Section 18(1) of the Act of 2016 at the rate of 10.80% per annum (today's State Bank of India highest Marginal Cost of Lending Rate of 8.80% plus two percent) prescribed in Rule 16 of the Rules of 2017 on the amount paid by the complainant i.e. Rs.68,74,699/- w.e.f. 08.01.2019 the date agreed for handing over possession till the date of delivery of legal valid possession of the flat bearing No. TLC/CASPEAN-B/TWELFTH-A/12A01, having area of 1885 Sq Ft/175.12 Sq.mtr on 12th Floor in Tower CASPEAN-B in Project named "THE LAKE", situated at Omaxe, New Chandigarh, Punjab.

6.2 For the payment amounting Rs.7,30,342/- made after possession date i.e. 08.01.2019 interest under section 18(1) of the Act at the rate of 10.80% per annum w.e.f. date of payment to till the date of delivery of valid possession of the above said flat. The above interest be

paid within the statutory time i.e. ninety days stipulated under Rule 17 of the Rules of 2017 from the date of receipt of this order.

7. It may be noteworthy that in case compliance report is not submitted by the respondents after the expiry of above stated period of ninety days and further any failure to comply with or contravention of any order, or direction of this Authority may attract penalty under Section 63 of this Act of 2016.

8. The complainant is also directed to submit report to this Authority that they have received the interest amount as per directions issued in this order.

9. The issue of cost of litigation has not been pressed during the course of arguments, so it is not being adjudicated upon.

10. File be consigned to the record room after due compliance.


(Binod Kumar Singh)
Member, RERA, Punjab