HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	**546 of 2025**
Date of filing:	**16.05.2025**
First date of hearing:	**04.08.2025**
Date of decision:	**05.10.2026**

Kiran Gupta
W/o Sh. Vipin Kumar Gupta,
R/o 1223, Sector-6, Bahadurgarh,
Jhajjar, Haryana-124507

.....COMPLAINANT

Versus

1. HSIIDC.

Registered Office: C-13-14,
Sector-6, Panchkula,
Haryana-134109

2. Estate Officer, Bahadurgarh, HSIIDC
Estate Office, Sector-17, Bahadurgarh

.....RESPONDENTS

Present: - None for the complainant.

Adv. Tarun Gupta, counsel for the respondent through VC.

ORDER (NADIM AKHTAR –MEMBER)

1. Present complaint has been filed by the complainant on 16.05.2025 under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred as RERA, Act of 2016) read with Rule 28 of the Haryana Real Estate (Regulation & Development) Rules, 2017 for violation or contravention of the provisions of the RERA, Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfil all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

A. FACTS OF THE COMPLAINT

2. The case of the complainant is that the respondent no. 1 invited applications for e-auction of a residential plot situated at Sector-4A, Bahadurgarh, through its website vide Auction ID 735. The complainant participated in the said e-auction held on 11.10.2022 and emerged as the highest bidder by offering a bid of ₹29,200/- per sq. mtr., amounting to a total consideration of ₹1,02,20,000/-. The complainant deposited the requisite EMD of ₹3,57,000/- and thereafter paid a further amount of ₹6,65,000/- towards the balance 5% payment, thereby making payment of 10% of the total plot cost.

3. Thereafter, respondent No. 1 issued a Regular Letter of Allotment (RLA) dated 02.01.2023 in favour of the complainant, which was duly signed by her. In terms thereof, the complainant paid ₹15,33,000/- on 18.01.2023 and ₹15,00,000/- and ₹10,22,000/- on 20.02.2023 and 21.02.2023 respectively. Thus, according to the complainant, an aggregate amount of ₹51,10,000/- had been paid towards the total cost of the plot. The remaining amount was payable in four equal half-yearly instalments due on 30.06.2023, 31.12.2023, 30.06.2024 and 31.12.2024.

4. The complainant further states that she paid the first instalment of ₹12,77,500/- on 27.06.2023. Thereafter, she addressed emails to the respondents seeking information regarding the status of development of the plot and the likely date of possession. However, no response was received from the respondents.

5. The complainant submits that in the absence of possession and any satisfactory response from the respondents regarding the development of the site, she did not pay the subsequent instalments. It is alleged that Clause 2(iv) of the RLA provides that interest on the instalments would be charged only upon offer of possession, whereas the respondents nevertheless started charging penal interest at the rate of 15% per annum under Clause 2(vii) of

the RLA. The complainant alleges that the aforesaid provisions are contradictory and that the levy of penal interest, without offering possession, is arbitrary and unjustified.

6. The complainant further alleges that despite having made substantial payments, the respondents neither developed the site nor offered possession of the plot. She states that she repeatedly visited the Estate Office, Bahadurgarh, to ascertain the status of the development and possession, but no satisfactory response was given and she was merely informed that the work was in progress.

7. It is further stated that being aggrieved by the alleged inaction of the respondents, the complainant submitted a written application to both the respondents through speed post. The said communication was allegedly returned undelivered in respect of respondent No. 1, whereas it was delivered to respondent No. 2, but no response was received from either respondent thereafter.

8. In these circumstances, alleging failure on the part of the respondents to develop the site and offer possession despite receipt of substantial payments, as well as unjustified levy of penal interest, the complainant has approached this Authority seeking appropriate reliefs.

B. RELIEFS SOUGHT

9. Complainant has sought following reliefs:

i. The complainant not be charged with penal interest@15% in delay of payment of instalment as it is due to respondents delay in offering of possession, as it is against the principle of natural justice as one side no interest will be charged on instalment until offer of possession is done, and on other side they are charging 15% penal interest more than the actual interest.

ii. The complainant be offered the possession with complete development works at the earliest as the complainant is rightfully entitled to this.

iii. The complainant be paid the penalty @15% p.a. compounded half yearly on the amounts paid by the complainant to the respondent till the date of offer of possession with complete development works.

iv. The complainant be offered the one-time compensation of ₹15,00,000/- (Rupees Fifteen Lakhs), other than penal interest in pt 3, due to the harassment by the respondents.

v. Any other relief as the Hon'ble bench may deem fit.

C. REPLY ON BEHALF OF RESPONDENT

Respondent submitted a detailed reply on 19.01.2026 in the registry of the Authority pleading therein as under:

8. The respondents, in their reply, have raised a preliminary objection regarding the maintainability of the complaint, contending that the respondent-Corporation does not fall within the definition of "promoter" under the Real Estate (Regulation and Development) Act, 2016 and, therefore, this Authority has no jurisdiction to entertain the present complaint. It is further contended that the complainant purchased the plot through open e-auction on an "as is where is basis" and was aware of the status of infrastructure facilities at the time of participating in the auction. The respondents submit that the allotment was made without offer of possession and therefore, the complainant cannot subsequently raise any grievance regarding the existing status of the site.

9. The respondents have further contended that the complaint is not maintainable in its present form as the complainant has no locus standi or cause of action to institute the same, and that the complaint is based upon manipulation and suppression of material facts. It is alleged that the complainant has not approached the Authority with clean hands and has concealed the fact that since the allotment was made without offer of possession, no interest is being

charged on the instalments of the plot cost. The allottees are required to pay only the principal amount of the instalments on the respective due dates, whereas delayed payment interest at the rate of 15% per annum is payable in case of default in payment of the principal amount. The respondents have also contended that the terms and conditions of the RLA were framed keeping in view the interests of the allottees, including non-charging of interest on instalments before formal offer of possession and exclusion of the period of three years for completion of construction from the date of allotment till formal offer of possession.

10. On merits, the respondents deny the allegation that they acted in a deceitful or irresponsible manner by accepting payments without developing the site or offering possession. That the respondents invited bids for allotment of residential plots through e-auction held on 11.10.2022, pursuant to which Plot No. R-151, Sector-4A, HSIIDC, Industrial Estate, Bahadurgarh, measuring 350 sq. mtrs., was allotted to the complainant vide RLA dated 02.01.2023, without offer of possession, at a tentative price of ₹1,02,20,000/-, calculated at ₹29,200/- per sq. mtr. The complainant had deposited 50% of the plot cost by 21.02.2023 and thereafter deposited ₹12,77,500/- towards the first installment on 27.06.2023.

11. It is further submitted that in terms of Clause 2 of the RLA, the complainant submitted the duly signed Letter of Acceptance at the Head Office, Panchkula, which was acknowledged vide Diary No. 227 dated 24.01.2023. The respondents state that since possession had not been offered, interest under Clause 2(iv) of the RLA was not being charged. However, delayed payment interest was levied on account of default in payment of instalments under Clause 2(vii) of the RLA and the corresponding provision of the Estate Management Procedures (EMP)-2015, which terms had been accepted by the complainant.

12. The respondents rely upon Clause 2(vii) of the RLA, which provides for delayed payment interest at the rate of 15% per annum on the amount in default for the defaulted period, compounded half-yearly, in case of default in payment of instalments. The respondents have also relied upon Clause 3.6(vi) of EMP-2015, which similarly provides for delayed interest at the rate of 15% per annum on the amount in default, compounded half-yearly.

13. With regard to development of the site, the respondents submit that as reported by the Engineering Division, engagement of a development agency/contractor for providing infrastructure services in the pocket out of which the residential plots were carved out was under process. It is reiterated

that the complainant was aware that infrastructure facilities had not yet been provided at the site and that the allotment had been made without offer of possession. According to the respondents, there is no contradiction between Clause 2(iv) and Clause 2(vii) of the RLA, as interest contemplated under the former relates to the instalments in the context of offer of possession, whereas the latter concerns delayed payment arising from default in payment of instalments.

14. The respondents further submit that the plot was allotted through an open e-auction and the complainant was aware of the status of the site and available facilities before participating in the auction. Having accepted the terms and conditions of the RLA, the complainant is bound to adhere to the prescribed payment schedule, and any default in payment attracts delayed payment interest in accordance with the RLA and EMP-2015. Since the complainant failed to adhere to the payment schedule, the respondents contend that she is liable to pay the applicable delayed payment interest. The remaining averments of the complaint, not specifically admitted, have been denied and the complainant has been put to strict proof thereof.

15. Respondents have also filed an application/written submissions dated 11.09.2026. Authority has duly considered the application for proper adjudication of the matter.

D. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT

16. Counsel appearing on behalf of respondent reiterated the submissions made in his respective reply and supporting documents. The issues arising therefrom have already been addressed and dealt with in the foregoing paragraphs of this order.

E. ISSUE FOR ADJUDICATION

17. Whether complainant is entitled for the reliefs sought?

F. OBSERVATIONS AND DECISION OF AUTHORITY

18. Respondent has raised the objection that respondent does not fall within the definition of "promoter" as defined in RERA Act of 2016, therefore, Authority has no jurisdiction to entertain the present complaint. Here, Authority observes that the first issue which needs adjudication is whether the respondent Haryana State Industrial and Infrastructure development Corporation (HSIIDC), is a 'promoter' of the real estate project as per provisions of RERA Act, 2016. For this purpose, reference has been made to

the definition of "promoter" under Section 2(zk) of RERA Act, 2016. Definition is reproduced herein below:

(zk) "promoter" means,—

(i) a person who constructs or causes to be constructed an independent building or a building consisting of apartments, or converts an existing building or a part thereof into apartments, for the purpose of selling all or some of the apartments to other persons and includes his assignees; or

(ii) a person who develops land into a project, whether or not the person also constructs structures on any of the plots, for the purpose of selling to other persons all or some of the plots in the said project, whether with or without structures thereon; or

(iii) any ***development authority*** *or* ***any other public body*** *in respect of allottees of—*

(a) ***buildings or apartments, as the case may be, constructed by such authority or body on lands owned by them or placed at their disposal by the Government;*** *or*

(b) plots owned by such authority or body or placed at their disposal by the Government,

for the purpose of selling all or some of the apartments or plots*; or*

(iv) an apex State level co-operative housing finance society and a primary co-operative housing society which constructs apartments or buildings for its Members or in respect of the allottees of such apartments or buildings; or

(v) ***any other person who acts himself as a builder****, coloniser, contractor,* ***developer****,* ***estate developer*** *or by any other name or claims to be acting as the holder of a power of attorney from the owner of the land on which the building or apartment is constructed or plot is developed for sale; or*

(vi) ***such other person who constructs any building or apartment for sale to the general public.***

The Act covers all bodies private and public which develop real estate projects for sale to the general public. Section 2(zk) defines the term 'promoter' which includes both private and public real estate promoters. Thus, both Development Authorities and the Housing Boards, when involved in sale are covered under the Act.

(a) Development authority or any other public body is a promoter in following cases:

(i) Such buildings or apartments constructed by such authority or body.

(ii) Such buildings or apartments constructed either on lands owned by them or placed at their disposal by the Government.

(iii) Such buildings or apartments constructed by such Authority or body for the purpose of selling all or some of the apartments.

Or

(b) in respect of allottees of plots

(i) (a) the plots owned by such Authority or body; or (b) the plots placed at their disposal by the Govt; and

(ii) For the purpose of selling all or some of the plots.

Accordingly, development authorities and public bodies engaged in construction of buildings or apartments or development of plots are promoters under this Act. It is irrespective of the fact whether the buildings or apartments are constructed or plots are developed on the land owned by them or placed at their disposal by the government. Here, Haryana State Industrial and Infrastructure development Corporation (HSIIDC) is a Development Agency, that is engaged in the construction of building/apartments for the purpose of sale, issued regular allotment letter (RLA) to allottte, on 02.01.2023 allotting industrial plot no. 151, Sector-4A, Bahadurgarh. Hence, the relationship between the allottee and developer is very well established and hence, Haryana State Industrial and Infrastructure development Corporation (HSIIDC) is covered under the definition of promoter under Section 2(zk).

Next it is to be seen whether the complainant Kiran Gupta is an allottee or not as per Section 2(d) of the RERA Act,2016. In this regard reference is made to

the definition of allottee. As per Section 2(d) of the RERA Act, "allottee" is defined as follows:

> *(d) "allottee" in relation to a real estate project, means the person to whom a plot apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given. on rent:*

The definition of allottee' covers any person to whom a plot, apartment, building has been allotted, sold (whether as freehold or leasehold), or otherwise transferred by the promoter. It also includes the person who subsequently acquires the said allotment through "sale", "transfer", or "otherwise". In the present case, allotment letter was issued to allottte on 02.01.2023, allotting a industrial plot.

Further reference is made to Section. 2(zj) & (zn) of the RERA Act wherein "project" & "real estate project" are defined respectively as follows:

> *(zj) "project" means the real estate project as defined in clause (zn):*

(zn) "real estate project means the development of a building or a building consisting of apartments, or converting an existing building or a part thereof into apartments, or the development of land into plots or apartments, as the case may be, for the purpose of selling all or some of the said apartments or plots or building, as the case may be, and includes the common areas, the development works. all improvements and structures thereon, and all easement, rights and appurtenances belonging thereto;

A conjoint reading of the Section 2(d) 2(zk) and Ss. 2(zj) & (zn) leaves no room for any ambiguity and makes it clear that Haryana State Industrial and Infrastructure development Corporation (HSIIDC) is a promoter in respect of complainant allottee of the industrial plot allotted by it in its real estate project at Bahadurgarh and there exists a relationship of an allottee and promoter between the parties. Since, relationship of an allottee and promoter between complainant and respondent is established and the issues deals with real estate project developed by respondent, hence, provisions of RERA Act, 2016 applies to the matter and Authority has the exclusive jurisdiction to deal with the matter.

19. The next issue is whether the complainant, having voluntarily participated in the e-auction and accepted the RLA, can seek to avoid or modify the

contractual obligations contained therein while continuing to retain the allotment.

20. It is an admitted position that the respondent invited applications for e-auction of the residential plot in question and that the complainant voluntarily participated in the said process. The complainant emerged as the highest bidder at the rate of ₹29,200/- per sq. metre for a total tentative price of ₹1,02,20,000/-. Thereafter, the respondent issued the RLA dated 02.01.2023 and the complainant accepted the allotment. The Authority finds that the auction conditions constituted the foundation of the bidding process. The complainant had the opportunity to examine the terms and conditions before participating in the auction and before making the bid. Having consciously participated in the auction and having emerged as the successful bidder, the complainant cannot subsequently seek modification of the very terms and conditions which formed the basis of the allotment.

21. The RLA further required the complainant to submit the Letter of Acceptance duly signed on each page as a token of having accepted the allotment and the terms and conditions contained therein. Same was done by the complainant and is annexed as Annexure-R-2 of the reply. The complainant thereafter proceeded to make the payments prescribed under the RLA. Thus, the

conduct of the complainant demonstrates acceptance of the allotment as well as the contractual framework governing the same. The complainant cannot, therefore, be permitted to contend that the terms of the RLA were not binding upon her merely because the consequences flowing from those terms subsequently became inconvenient. The Authority is conscious that an allottee may challenge an unlawful contractual term where a specific statutory violation is established. However, in the present case, the grievance is substantially founded upon the complainant's disagreement with the consequences of the payment conditions which she had accepted at the time of allotment.

22. The RLA prescribed the payment schedule for the balance amount. Clause 2(iv) provided that the remaining 50% of the tentative price was payable in four equal half-yearly instalments of ₹12,77,500/- each, falling due on 30.06.2023, 31.12.2023, 30.06.2024 and 31.12.2024. Relevant part of Clause 2(iv) is reproduced below:

> *2 (iv) After the acceptance of the allotment of aforesaid Residential plot and deposit of additional 25% price of the plot within 60 days, in case you do not opt to pay the balance amount of 50% of the tentative price of aforesaid Plot, in lump sum, within 90 days of the date of issuance of the RLA, in that eventuality, the remaining 50% tentative price of aforesaid Residential plot shall be payable by you in 4 equal Half yearly instalments with interest @ 12.00% p.a. (as amended from time to time)*

on the balance outstanding, payable on 30th June & 31st December of each year, as per following schedule of payment of installments:-

Instalment no.	***Due Date***	***Principal Amount***	****Interest***	***Total***
1.	*30-Jun-23*	*₹12,77,500/-*	*0*	*₹12,77,500/*
2.	*31-Dec-23*	*₹12,77,500/*	*0*	*₹12,77,500/*
3.	*30-Jun-24*	*₹12,77,500/*	*0*	*₹12,77,500/*
4.	*31-Dec-24*	*₹12,77,500/*	*0*	*₹12,77,500/*
Total		***₹51,10,000/-***	***0***	***₹51,10,000/-***

23. From the payment particulars placed on record, it is evident that the complainant deposited the first instalment of ₹12,77,500/- on 27.06.2023, whereas the due date thereof was 30.06.2023. Thus, there was no default in respect of the first instalment. However, the subsequent instalments due on 31.12.2023, 30.06.2024 and 31.12.2024 remained unpaid. The complainant has stated that she stopped making the subsequent payments on account of non-development of the site and non-offer of possession. The fact that the first instalment was paid before its due date does not, however, absolve the complainant from the subsequent payment obligations which had become due under the RLA. The Authority is, therefore, unable to accept the proposition that because the complainant had duly paid the first instalment, she was thereafter entitled to unilaterally suspend the remaining instalments.

24. The complainant has placed considerable reliance upon the fact that possession of the plot had not been offered and that development works were not complete. The respondent, on the other hand, has stated that the allotment was made without offer of possession and on "as is where is basis" and that the complainant was aware of the status of infrastructure at the time of participating in the e-auction.

25. The Authority finds that this aspect is material to the determination of the present complaint. The terms and conditions governing the e-auction and the allotment contemplated that where the basic minimum infrastructure was yet to be developed, the allotment could be made without offer of possession. Thus, the absence of an immediate offer of possession, in itself, cannot be construed as a departure from the terms governing the allotment. The complainant, having participated in the e-auction and thereafter accepted the allotment on the terms and conditions contained therein, was aware of the basis on which the allotment was being made, including the fact that formal possession would follow upon the development of the requisite infrastructure. Complainant participated in the auction with knowledge of the terms governing the allotment. Therefore, the mere fact that possession was not offered immediately cannot be treated as a circumstance which retrospectively

invalidates the allotment or extinguishes the payment obligations expressly accepted by the complainant. The Authority further finds that the complainant has not sought cancellation of the allotment and refund of the amount deposited by her. Rather, she seeks continuation of the allotment, possession of the plot and, simultaneously, exemption from the consequences of non-payment of the instalments under the very RLA which she seeks to continue.

26. The complainant has particularly challenged the provision for delayed-payment interest @15% per annum. According to the complainant, since interest on the balance payment is to be levied from the date of offer of possession, the respondent cannot simultaneously charge penal interest @15% for non-payment of instalments before possession has been offered.

27. The Authority does not find merit in the said contention. Clause 2(iv) and Clause 2(vii) operate in different fields. Clause 2(iv) deals with the interest component on the balance payment under the instalment mechanism and, through the footnote to the payment schedule provides that interest on the balance payment shall be levied from the date of offer of possession. Clause 2(vii), on the other hand, specifically deals with default in payment of instalments and provides for delayed-payment interest @ 15% per annum for the period of default on the amount in default, compounded half-yearly. Thus,

the delayed-payment interest contemplated under Clause 2(vii) is a contractual consequence arising upon default in payment of an instalment and cannot be equated with the ordinary interest payable on the outstanding balance under Clause 2(iv). Consequently, the stipulation that interest on the balance payment would be levied from the date of offer of possession does not render the separate provision relating to delayed-payment interest under Clause 2(vii) inapplicable. The Authority further finds that the complainant accepted the RLA containing the aforesaid terms and conditions and thereafter acted upon the allotment. Having accepted the allotment and the benefits flowing therefrom, the complainant cannot selectively disown the contractual consequence of default in payment of instalments merely because such consequence operates to her disadvantage.

28. A significant aspect of the present matter is that the complainant does not seek cancellation of the allotment or refund of the amount deposited. On the contrary, she seeks possession of the said plot allotted to her and seeks continuation of the allotment, while simultaneously seeking to be relieved from the contractual consequences arising from non-payment of the subsequent instalments. The Authority finds such a stand to be inconsistent with the contractual framework accepted by the complainant. Having

voluntarily participated in the e-auction, emerged as the highest bidder, accepted the RLA and made payments in terms thereof, the complainant cannot selectively accept the benefits flowing from the allotment while repudiating the corresponding obligations which form an integral part of the same arrangement. The doctrine of approbation and reprobation is founded on the principle that a party cannot, at the same time, accept and reject the same instrument according to its convenience. Once the complainant elected to accept the allotment and acted upon the terms of the RLA by making substantial payments towards the plot, she became bound by the contractual obligations accompanying such allotment. The same principle has particular relevance in the present case. The complainant seeks to retain the allotment of Plot No. R-151 and obtain possession thereof under the RLA, while at the same time seeking exemption from the payment consequences arising under the very same RLA. The complainant cannot accept the contractual arrangement to the extent it confers a benefit upon her and reject the same arrangement to the extent it imposes an obligation upon her. The contractual terms cannot be selectively applied according to convenience. The Authority, therefore, finds that the complainant is bound by the payment schedule and other applicable terms of the RLA and cannot justify the subsequent

withholding of the instalments merely on the ground that formal possession had not been offered. The absence of an offer of possession, in the circumstances of the present case, does not by itself confer upon the complainant a right to unilaterally suspend the payment obligations which had become due under the accepted terms of allotment.

29. As regards the prayer seeking immediate possession with complete development works, the Authority finds that the complainant participated in an e-auction in which the allotment conditions specifically contemplated allotment without offer of possession where the requisite infrastructure was yet to be developed. The complainant was therefore aware, at the time of bidding, that possession was not necessarily to be offered immediately. The respondent has also stated that development/infrastructure work was being undertaken and that the formal offer of possession would follow upon completion of the requisite infrastructure. In the absence of material establishing that the respondent had undertaken to hand over immediate possession notwithstanding the stated auction conditions, the prayer for immediate possession in the manner sought by the complainant cannot be granted. The Authority further finds that the contractual framework itself contemplates completion of the remaining infrastructure before formal offer

of possession. The respondent's obligation is accordingly to proceed with the development in accordance with the applicable terms and norms; however, such obligation does not confer upon the complainant a right to suspend the payment schedule unilaterally.

30. The complainant has also sought payment of interest @15% per annum compounded half-yearly on the amounts deposited by her till the date of offer of possession. The said prayer is wholly distinct from the delayed-payment interest contemplated under Clause 2(vii). The latter provision relates to interest payable by the allottee on an amount in default. It does not provide for payment of 15% compounded interest by the respondent to the allottee on the amounts already deposited. No separate contractual or statutory basis has been established by the complainant for claiming 15% compounded interest on all amounts deposited by her merely on account of non-offer of possession. The said relief, therefore, cannot be granted.

31. The complainant is seeking compensation of ₹15,00,000/- towards harassment by the respondent. It is observed that Hon'ble Supreme Court of lndia in Civil Appeal Nos. 6745-6749 of 2027 titled as *"M/s Newtech Promoters and Developers PvL Ltd. V/s State of U.P. &ors."* (supra,), has held that an allottee is entitled to claim compensation & litigation charges under Sections

12, 14, 18 and Section 19 which is to be decided by the learned Adjudicating Officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the learned Adjudicating Officer having due regard to the factors mentioned in Section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses. Therefore, the complainant is advised to approach the Adjudicating Officer for seeking the relief of litigation expenses.

32. The Authority, therefore, finds that the complainant has failed to establish that she is entitled to the reliefs claimed in the present complaint. The complaint is accordingly liable to be ***dismissed***.

33. The complaints accordingly stands **disposed of**. File be consigned to the record room after uploading of the order on the website of the Authority.

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NADIM AKHTAR
[MEMBER]