

Illustration 45 - Sale and leaseback transaction 👁👁 Implicit

An entity (Seller-lessee) sells a building to another entity (Buyer-lessor) for cash of ₹ 30,00,000. Immediately before the transaction, the building is carried at a cost of ₹ 15,00,000. At the same time, Seller-lessee enters into a contract with Buyer-lessor for the right to use the building for 20 years, with annual payments of ₹ 2,00,000 payable at the end of each year.

The terms and conditions of the transaction are such that the transfer of the building by Seller-lessee satisfies the requirements for determining when a performance obligation is satisfied in Ind AS 115 Revenue from Contracts with Customers.

The fair value of the building at the date of sale is ₹ 27,00,000. Initial direct costs, if any, are to be ignored. The interest rate implicit in the lease is 12% p.a., which is readily determinable by Seller-lessee.

Buyer-lessor classifies the lease of the building as an operating lease.

How should the said transaction be accounted by the Seller-lessee and the Buyer-lessor?

$$\text{Sale} \div \text{Amount received} = ₹ 30,00,000$$

Fair Value of Asset
₹ 27,00,000

Financing
₹ 3,00,000

After Sale, leaseback for 20 years @ ₹ 2,00,000 p.a. rentals

$$\therefore \text{P.V. of lease payments} = 2,00,000 \times \text{PVIFA (12\%, 20 years)}$$

$$= 11,94,000$$

Out of P.V. of ₹ 11,94,000 payable,
₹ 3,00,000 payable from Financing

Remaining ₹ 8,94,000 payable from
leaseback of Asset

$$\text{Asset retained} = \frac{11,94,000}{27,00,000} \times 100 = 44.2222\%$$

$$\text{Asset sold} = 55.7778\%$$

15,06,000
8,36,667

$$\text{C.A. of Asset sold} = 15,00,000 \times 55.7778\% = 8,36,667$$

$$\text{Net Consideration (27,00,000 - 11,94,000)} = 15,06,000$$

\therefore Gain on Disposal

6,69,333

B/Sheet

Lease Liab {1194000 + 300000}
↓ loan

1494000

Gain (P/L) 12.61%

669333

Bank {2700000 + 300000}
↓ loan

3000000

Asset Derecognised

ROV Asset (44.2222%)

836667

(1500000)
 663333

Journal

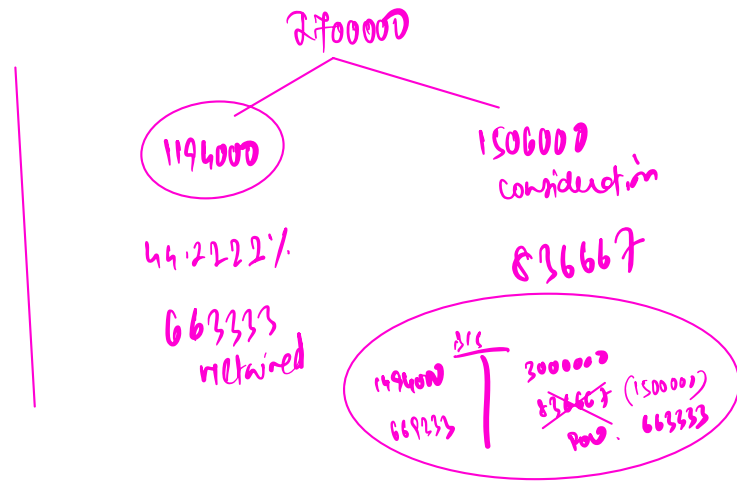
Bank 3000000

ROV 663333

To Lease Liability 1494000

To Asset Derecog. 1500000

To Gain (P/L) 669333



A **sale and leaseback** involves the transfer of an asset by an entity (seller lessee) to another entity (Buyer lessor) and leaseback of the same asset by seller lessee. It means transfer of asset and then leaseback of same asset.

Further both seller lessee and Buyer lessor should apply Ind As 115 to determine whether to account for sale and leaseback transaction as a sale and purchase of asset. As per Ind As 115, An Entity account for sale or purchase when P.O. is satisfied by transferring control of the asset.

Thus, there are following two possibilities in this scenario:

If Control is passed	If Control is NOT passed
If the control of an underlying asset is passed to the buyer-lessor, the transaction is accounted for as a 'sale or purchase' of the asset and a 'lease'.	If the control of an underlying asset is NOT passed to the buyer-lessor, both the seller-lessee and the buyer-lessor account for the transaction as a 'financing transaction'

LESSOR ACCOUNTING

At inception, lessor shall classify all lease as **FINANCE LEASE** or **OPERATING LEASE**.

Finance Lease

Lease that transfers substantially all risks and rewards.

Asset is derecognised at commencement date and net investment in the lease is recognised

Initial Recognition

Net Investment in the lease Dr.
To C.A. of Asset Cr

< Dibs recognised in P/L on Revenue/COGS >

Subsequent Recognition

1) Net Investment in the lease
To Interest Income (P/L)

(ii) Bank

To Net Investment in the lease

Operating lease

Lease that do not transfer substantially all risks and rewards.

No Derecognition of Asset

No Initial recognition

Subsequent recognition

1) Bank / Receivable

To lease Income

< Rental Income recognised on SLM Basis or Another systematic Basis >

2) Depreciation / Impairment

To Asset (PPE)

< Depⁿ as per Ind AS 16 or 38 & Impairment as per Ind AS 36. >

Eg. Finance Lease

$$\text{P.A. of Asset} = 125000$$

$$\text{P.V. of lease payments} + \text{P.V. of UGRV} = 140000, \text{ P.V. of UGRV} = 5000$$

$$\therefore \text{Net Investment in the lease} = 140000 + 5000 = 145000$$

Initial Recognition

<u>Non manufacturer / Non Dealer</u>		<u>Manufacturer / Dealer</u>	
Net Investment in the lease	145000	Net Investment in the lease	145000
To CA of Asset	125000	Costs $\{125000 - 5000\}$	120000
To P/L	20000	To CA of Asset	125000
		To Revenue $\{145000 - 5000\}$	140000

Subsequent Recognition

Net Investment in the lease

To Interest Income.

Bank

To Net Investment in the lease

Net Investment in the lease

To Interest Income.

Bank

To Net Investment in the lease

Note : In case of manufacturer / Dealer, Initial Direct Cost charged directly to P/L.

Eg. Operating lease (Lesson)

CA of Asset = 125000, Useful life = 10 yrs, I.D.C. = 3000

lease rent (1st yr) = 2000, 2nd yr = 4000, 3rd yr = 2400

Journal Entry

01/01/20
Asset 3000
To Bank 3000

{ I.D.C. incurred }

1st yr Bank A/c 2000
 Receivable 800
 To lease Income 2800

Depreciation 13500
 To Asset 13500
 (12500 + 1000)

2nd yr Bank A/c 4000
 To lease Income 2800
 To Receivable (Reverse) 800
 To Advance lease rent (liab) 400

Depreciation 13500
 To Asset 13500
 (12500 + 1000)

3rd yr Bank A/c 2400
 Advance lease rent 400
 To lease Income 2800

Depreciation 13500
 To Asset 13500
 (12500 + 1000)

Another Example

Now, suppose at 2nd yr ^{→ 3rd yr begg.} end, operating lease is modified and lease term is extended to 5 years (classified as operating lease)

lease rent 1st yr - 1800, 4th yr - 3400, 5th yr 2200

$$\therefore \text{lease Income (Revised)} = 400 + \frac{1800 + 3400 + 2200}{3} = \underline{2600}$$

3rd yr
 Bank A/c 1800
 Adv. lease rent 400
 Receivable (B. b) 400
 To lease Income 2600

4th yr
 Bank 3400
 To lease Income 2600
 To Receivable 400
 To Adv. lease ment 400

5th yr
 Bank 2200
 Adv. lease ment 400
 To lease Income 2600

Eg. Lease Rentals = 50000 (3 years)

G.R.V by lessee = 18000, G.R.V by third party = 20000

Residual value = 35000

∴ U.G.R.V = 35000 - 20000 = 15000

Fair value = 140000, CA = 125000

Initial Direct Cost incurred by lessor = 7000

CA of asset sold = 114118
(125000 - 10882)

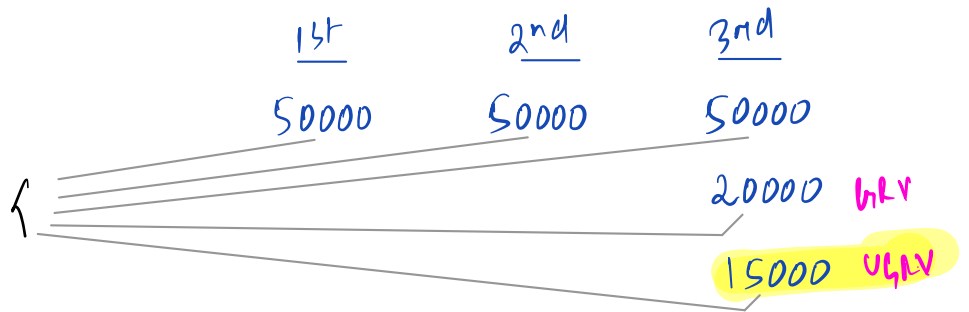
Cont. (147000 - 10882) = 136118
22000

Manufacturers Dealer Accounting & Non Manufacturers Dealer Accounting.

Soln Non manufacturer DM

Fair value = 140000

I.D.C. = 7000
147000



10882

Implicit rate of Interest = 11.29%
(Trial and Error)

1) Non Manufacturers / Non Dealer

Net Investment in the lease 147000

To CA of Asset 125000

To Gain on Disposal (P/L) 22000

(136118 - 114118)

Net Investment in the lease

<u>Initial value</u>	<u>Interest</u>	<u>Receipt</u>	<u>Closing</u>
147000	16596	(50000)	113596
113596	12825	(50000)	76421
76421	8627	(50000)	35000

Residual value.

2) Manufacturers Dealer Accounting

Initial Direct Cost charged to P/L.

↳ I.D.C. (P/L) 7000

To Bank 7000

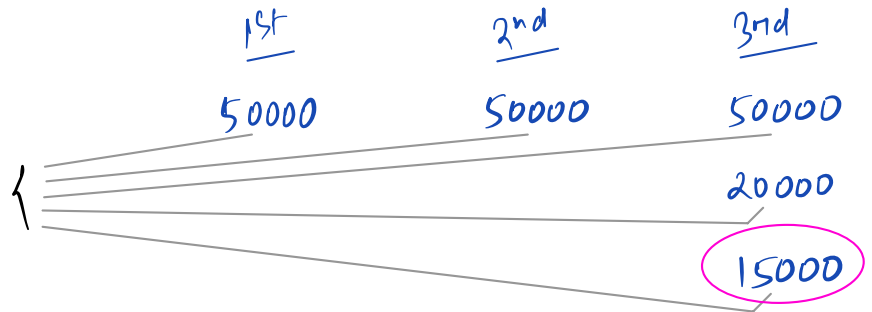
There is no concept of Interest rate implicit in Manufacturers Dealer

Accounting and market rate of interest to be considered.

Fair value = 145000

P.V. = 145003

But P.V. of lease payments = 134324



market rate of Interest = 12%

~~1) COGS 125000
To Inventory 125000~~

~~2) Net Inv in the lease 145000
To Revenue 145000~~

And, ~~but unsold portion of ₹ 15000 of UGRV~~

~~3) Revenue 10676
To COGS 10676~~

Statement of P/L

Revenue	145000
COGS	(125000)
	<u>20000</u>

One single Entry ~~but~~ Exam (ICAI)

Net Investment in the lease 145000
 COGS $(125000 - 10676)$ 114324
 To Revenue $(145000 - 10676)$ 134324
 To Inventories 125000

Note Selling Profit on loss =

Fair Value OR P.V. of lease Receivables
$\langle \text{whichever is lower} \rangle$

↓
lower of 145000 and 134324

i.e. 134324

less

C.A. of Asset - P.V. of UGRV

↓
125000 - 10676

= 114324

∴ Selling Profit = 134324 - 114324 = 20000

Examples of a lease being classified as Finance Lease:

- The lease transfers **ownership** of the asset to the lessee by the **end of the lease term**
- The lessee has the **option to purchase** the asset at a **price sufficiently lower than fair value** at the date the option becomes exercisable; and at inception date, **Lessee is reasonably certain to exercise** such option.
- The lease term** is for the **major part of the economic life** of the asset even if title is not transferred
- At inception date, the **present value of lease payments** amounts to at least **substantially all of the fair value of the asset**
- The asset is of such a **specialised nature** that only **lessee can use it without major modifications**.

*The term "substantially all" is not defined in Ind AS 116

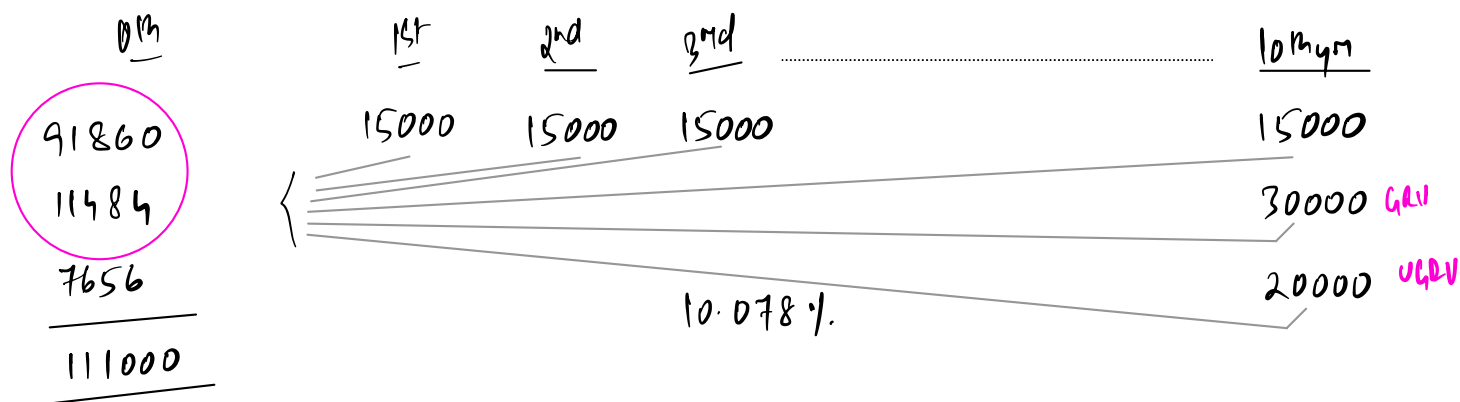
Illustration 38 - Lessor accounting for a finance lease dealer-lessor case

A Lessor enters into a 10-year lease of equipment with Lessee. The equipment is not specialised in nature and is expected to have alternative use to Lessor at the end of the 10-year lease term.

Under the lease:

- a) Lessor receives annual lease payments of ₹ 15,000, payable at the end of the year
- b) Lessor expects the residual value of the equipment to be ₹ 50,000 at the end of the 10-year lease term
- c) Lessee provides a residual value guarantee that protects Lessor from the first ₹ 30,000 of loss for a sale at a price below the estimated residual value at the end of the lease term (i.e., ₹ 50,000)
- d) The equipment has an estimated remaining economic life of 15 years, a carrying amount of ₹ 1,00,000 and a fair value of ₹ 1,11,000
- e) The lease does not transfer ownership of the underlying asset to Lessee at the end of the lease term or contain an option to purchase the underlying asset
- f) The interest rate implicit in the lease is 10.078%. *→ market rate.*

How should the Lessor account for the same in its books of accounts?



P.V. of all lease Payments = 91860 + 11484 = 103344
 ↓
 93% of Fair Value

Lessor shall classify the lease as a **FINANCE LEASE** because the sum of the present value of lease payments amounts to **substantially all** of the fair value of the underlying asset.

4th condition is satisfied. Therefore it is a Finance lease.

Net Investment in the lease	111000	
Costs $\leftarrow 100000 - 76567$	92344	
To Revenue $\leftarrow 111000 - 76567$		103344
To CA of asset		100000

Net Investment in the lease

	<u>Initial value</u>	<u>Interest @ 10.078%</u>	<u>Receipt</u>	<u>Closing value</u>
1st	111000	11187	15000	107187
2nd	107187	10802	15000	102989
3rd	102989	10379	15000	98368
4th	98368	9914	15000	93281
5th	93281 Continued till 10th yr		
10th yr		5953	15000	50000

Year 1

Net Investment in the lease	11187
To Interest Income	11187
<hr/>	
Bank	15000
To Net Investment in the lease	15000

Sub lease

Original lessor ——— Head lease ——— Original lessee

Original lessee (Intermediate lessor) ——— Sub lease ——— Sub lessee.

Intermediate lessor should classify sub lease as Finance / operating using the classification criteria but it should be with reference to ROU Asset and not underlying Asset.

E.g. ABC Ltd leased a building to XYZ Ltd for 5 yrs. Economic life is 40 yrs.
XYZ sub leased building to JKL Ltd. for 4 years.

For ABC Ltd → lease classified as Operating lease (5 out of 40 years)

For XYZ Ltd → lease classified as Finance lease (4 out of 5 years)

Intermediate lessor Accounting

If sub lease classified as Finance lease.

- 1) Derecognise ROU Asset
- 2) Recognise Net Investment in the lease.
- 3) Continue to Account for lease liability.

If sub lease classified as Operating lease.

- 1) Continue to Account for ROU Asset and lease liability
- 2) If Remaining CA of ROU Asset exceeds anticipated sub lease income - Impair ROU Asset

What is a lease?

At inception of Contract, An Entity shall assess whether Contract is or contains a lease. A lease is contract that conveys ÷

- (i) Right to control the use
- (ii) of an Identified Asset
- (iii) for a period of time
Also includes non consecutive periods.
- (iv) in Exchange for consideration

(i) Right to control the use

a) Right to direct the use of an Identified asset throughout period of use



Right to direct "How and for what purpose asset is used" i.e. it can change "How and for what purpose asset is used. While evaluating this the focus should be on whether customer has decision making rights that will most affect economic benefits derived from use of asset.

To have right to direct, the customer does not need the right to operate the asset.

If decision about how and for what purpose asset is used are predetermined either by contractual obligation or design of the asset

In such case, customer controls the asset if ÷

- (i) customer has right to operate the asset.
- (ii) customer has designed the asset.

b) Right to obtain substantially all the economic benefits



i.e. Having exclusive use of asset throughout the period of use.

A customer can obtain economic benefits by using, holding or subleasing.

Economic benefits includes

- (i) Asset's Primary Products (Goods/Services)
- (ii) By Products (Renewable Energy Credits)
- (iii) Sub leasing

A right that solely protect supplier's interest (for e.g. limits on no. of miles customer can drive supplier's vehicle) does not prevent customer and are not considered while assessing whether customer has right to obtain substantially all economic benefits.

A supplier's protective right do not prevent customers from having right to direct the use of an Identified asset as it protect's supplier's interest of obtaining substantially all economic benefits.

(ii) Of an Identified Asset

(i) **Identified Asset must be physically distinct** (Entire Asset or Portion of Asset)

Eg: Building or Floors within Building if Floors can be used independently.

A Capacity on other portion of an Asset (Eg. **Fibre optic Cable on Oil Pipeline**) is

not an Identified Asset unless it represents **Substantially all of the capacity of the**

asset and provides customer with right to obtain Substantially all Economic Benefits.

(ii) **Substantive Substitution Rights** (Not an Identified Asset)

A customer does not have right to use an Identified Asset if, at inception of contract, supplier has substantive rights to substitute assets throughout period of use. A supplier's right is substantive when both conditions are met:

The supplier has the PRACTICAL ABILITY to substitute alternative assets throughout period of use	For e.g., the customer cannot prevent the supplier from substituting an asset and alternative assets are readily available to the supplier or could be sourced by the supplier within a reasonable period of time).
The supplier would BENEFIT ECONOMICALLY from the exercise of its right to substitute the asset	i.e., the economic benefits associated with substituting the asset are expected to exceed the costs associated with substituting the asset.

If supplier has right to substitute only on or after either a particular date or the occurrence of a specified event, the supplier's substitution right is not substantive.

In many cases, it is clear that supplier will not benefit from substitution right because of the costs associated with substituting an asset.

SEPARATION OF LEASE AND NON LEASE COMPONENTS

Sometimes there are contracts that contain right to use multiple assets
 (Eq. a building and an Equipment, Excavator and its attachments).

The right to use such asset is considered separate only if both conditions are met $\frac{\circ}{\circ}$

The lessee can benefit from the use of the asset either on its own OR together with other resources that are readily available to the lessee; AND

The underlying asset is neither highly interdependent on, nor highly interrelated with, the other underlying asset in the contract
 Truck, Excavator

Master Example

A lessee enters into a lease of various Assets & Goods and Services $\frac{\circ}{\circ}$

LEASE RENTALS P.A.

- i) Office Building (I-asset)
- ii) Tailored HVAC system in Office Building (I-asset)
- iii) Truck (L-asset)
- iv) Excavator (I-asset)
- v) Excavator attachments (I-asset)
- vi) Common Area Maintenance (Goods & Services)
- vii) Administrative tasks (Neither I-asset Non GLS)
- viii) Insurance (Neither I-asset Non GLS)

<u>Stand Alone Price</u>	<u>Consideration</u>
5000000	3000000
1500000	2000000
1200000	1800000
500000	650000
200000	120000
100000	80000
50000	50000
20000	15000
	<u>7915000</u>

Soln

Separate lease Components (Identified asset)

- (i) Office Building with HVAC system = $7915000 \times \frac{6500000}{8500000} = 6052647$
- (ii) TRUCK = $7915000 \times \frac{1200000}{8500000} = 1117412$

iii) Excavator & Excavator attachments = $7915000 \times \frac{700000}{8500000} = 651824$

Non lease components (Goods/Services)

iv) Common Area maintenance = $7915000 \times \frac{100000}{8500000} = \frac{93117}{7915000}$

Note Property taxes, Insurance, Administrative tasks etc. are neither I. Asset nor goods or services and therefore proportionately to lease & Non lease components pro rata on their respective standalone price.

Optional Exemption of using Practical Expedient to not to separate Non-Lease Component

Ind AS 116 provides a practical expedient that permits only Lessee to make an accounting policy election, by **CLASS OF UNDERLYING ASSET**, to account for each separate lease component of a contract and any associated non-lease components as a SINGLE LEASE COMPONENT.

Such Practical Expedient does not allow lessee to account for **MULTIPLE** lease components of a contract as a **single** lease components

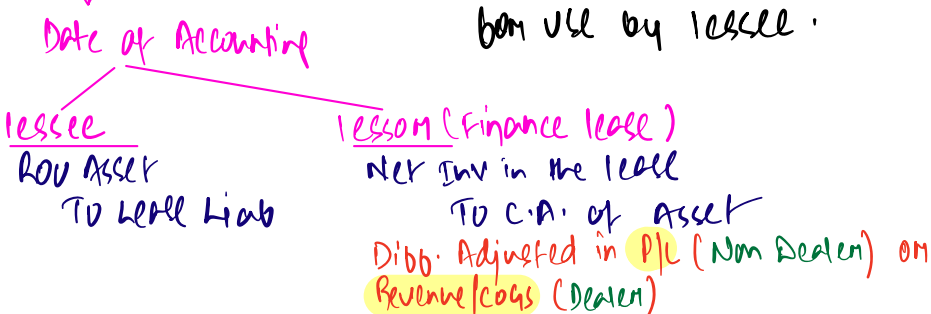
Lessee that do not opt exemption shall allocate consideration on a **Relative STAND ALONE PRICE BASIS.**

Inception and commencement of lease

Inception date is **earliest** of — (i) Date of lease Agreement.

↓
 Assess whether contract is or contains a lease.
 (ii) Date of Commitment by parties to Principal terms and condition of lease

Commencement Date — Date on which lessor makes underlying Asset available for use by lessee.



LEASE TERM

lease term is summation of :-

- a) Non cancellable period.
- b) Periods covered by Extension option. (Lessee Reasonably certain to Exercise) Assessment done on commencement Date
- c) Periods covered by Termination option (Lessee Reasonably certain not to Exercise)

The lease term starts when lessor makes Underlying Asset available for use by lessee and includes any rent free period provided. (i.e. at commencement Date)

Reassessment of lease term and Purchase option (for lessee)

After lease commencement, lessee should reassess lease term upon occurrence of either a significant event or a significant change in circumstances within lessee's control.

- E.g.
- (i) Constructing significant leasehold improvements.
 - (ii) Making significant customisation or modification to Asset.
 - (iii) Subleasing Asset for period beyond exercise date of option.
 - (iv) Making business decisions.

Lease Incentives

For lessee, lease incentives that are paid or payable by lessor to lessee are :-

- (i) Deductible from lease payments.
- (ii) Reduce initial measurement of ROU Asset.

Variable lease payments that do not depend on index or rate are not in substance fixed payments, and not included in lease payments.

<Eq. Payment based on performance or usage of underlying asset>

↓
% of sales

↓
No. of units produced

Such payments recognised in P/L or included in CA of another asset.

Initial Direct Cost

Incremental cost of obtaining a lease that would not have been incurred if lease have not been obtained.

Examples of cost included in I.D.C.

1. Commission
2. legal fees for Execution of lease.
3. Document Preparation Cost after execution of a lease
4. certain payments to Existing tenants to move out.
5. Consideration paid for Guarantee of Residual Asset by third party.

Examples of cost Excluded in I.D.C.

1. Employee salaries
2. Advertising.
3. legal fees for services rendered before execution of lease.
4. Negotiating lease terms & conditions
5. Depⁿ & Amortisation

Calcⁿ of Interest Rate Implicit

$$\text{Fair Value of Asset} + \text{I.D.C.} = \text{P.V. of lease payments} + \text{UGRV}$$

Lessee Accounting

Initial Recognition

(i) ROU Asset

To Lease Liability

To Cash

To Prov. for Dismantling

ROU Asset initially measured at cost

as per Ind AS 16.

Subsequent Recognition

ROU Asset measured at Cost model or Revaluation model. Depⁿ changed every year on ROU Asset $\left\{ \begin{array}{l} \text{Dep}^n \\ \text{TO ROU Asset} \end{array} \right\}$

Lease Liability

Interest Exp (P/L)

TO Lease Liability

Lease Liability

TO Bank

In Case of Remeasurement

Increase in liability \rightarrow ROU Asset TO Lease Liability

Decrease in liability \rightarrow Lease Liability TO ROU Asset

Depreciation of ROU Asset

If lease transfers ownership by end of lease term or cost of ROU Asset reflects that lessee will exercise purchase option.

↓

Depreciation Period - from commencement date to End of Useful life of underlying asset

Otherwise, ROU Asset should be Depⁿ

a) From commencement date to End of Useful life or

b) From commencement date to End of lease term

(whichever is earlier)

Note \div ROU Asset also subject to Impairment as per Ind AS 36.

Impairment

Illustration 46 - Transition Approaches



Ind AS 17

Ind AS 116

A retailer (lessee) entered into 3-year lease of retail space beginning at 1 April 2017 with three annual lease payments of ₹ 2,00,000 due on 31 March 2018, 2019 and 2020, respectively. The lease is classified as an operating lease under Ind AS 17. The retailer initially applies Ind AS 116 for the first time in the annual period beginning at 1 April 2019. The incremental borrowing rate at the date of the initial application (i.e., 1 April 2019) is 10% p.a. and at the commencement of the lease (i.e., 1 April 2017) was 12% p.a. The ROU asset is subject to straight-line depreciation over the lease term. Assume that no practical expedients are elected, the lessee did not incur initial direct costs, there were no lease incentives and there were no requirements for the lessee to dismantle and remove the underlying asset, restore the site on which it is located or restore the underlying asset to the condition under the terms and conditions of the lease.

What would be the impact for the lessee using all the following transition approaches:

- a) Full Retrospective Approach
- b) Modified Retrospective Approach

Alternative 1
Alternative 2

1.4.2017

$$\begin{aligned} \text{Present value of lease liability} &= 200000 \times \text{PVIFA} (12\%, 3\text{yrs}) \\ &= \underline{480366} \end{aligned}$$

∴ ROU asset = 480366

lease liab. = 480366

Lease liability

<u>Year</u>	<u>Initial Value</u>	<u>Interest</u>	<u>Payment</u>	<u>Closing value</u>
1	480366 (1.4.17)	57644	200000	338010
2	338010 (1.4.18)	40561	200000	178571
3	178571 (1.4.19)	21429	200000	—

ROU Asset

<u>Year</u>	<u>Initial value</u>	<u>Depⁿ</u>	<u>Closing value</u>
1	480366 (1.4.17)	160122	320244
2	320244 (1.4.18)	160122	160122
3	160122 (1.4.19)	160122	—

c) Full Retrospective Approach

1.4.2018

Op. Ind AS BIS

ROU Asset	320244
Retained Earnings	19766
To lease liability	338010

2018-19 (1.4)

Journal

Interest Expenses	40561
To lease liability	40561
Lease liability	200000
To Bank	200000
Dep ⁿ	160122
To ROU Asset	160122

2019-20 (1.4)

Journal

Interest Expenses	21429
To lease liability	21429
Lease liability	200000
To Bank	200000
Dep ⁿ	160122
To ROU Asset	160122

d. Modified Retrospective Approach *(Practice)*

Alternative 1

1.4.2017

Present value of lease liability = 200000 x PVIFA (10%, 3 years)

= 497370

∴ ROU asset = 497370

lease liab. = 497370

Lease liability

<u>Year</u>	<u>Initial Value</u>	<u>Interest</u>	<u>Payment</u>	<u>Closing Value</u>
1	497370 (1.4.17)	49737	200000	347107
2	347107 (1.4.18)	34711	200000	181818
3	181818 (1.4.19)	18182	200000	—

ROU Asset

<u>Year</u>	<u>Initial value</u>	<u>Depⁿ</u>	<u>Closing value</u>
1	497370 (1.4.19)	165790	331580
2	331580 (1.4.18)	165790	165790
3	165790 (1.4.19)	165790	-

1.4.2019

ROU Asset 165790
Retained Earnings 16028
 To lease liability 181818

2019-20 (C.Y.)

Journal

Interest Expenses 18182
 To lease liability 18182

Lease liability 200000
 To Bank 200000

Depⁿ 165790
 To ROU Asset 165790

Alternative 2

1.4.2019 (am)

1st yr

200000

181818

10% *new discount rate*

1.4.19
ROU Asset 181818
 TO LEASE Liab 181818

31.3.2020

Interest Exp. 18182
 TO LEASE liability 18182

LEASE Liab 200000

TO Bank 200000

Depⁿ 181818

TO ROU ASSET 181818