

# Accounting Standard (AS) 19 Leases\*

(issued 2001)

(This Accounting Standard includes paragraphs set in ***bold italic*** type and plain type, which have equal authority. Paragraphs in bold italic type indicate the main principles. This Accounting Standard should be read in the context of its objective, the **Preface to the Statements of Accounting Standards**<sup>1</sup> and the 'Applicability of Accounting Standards to Various Entities' (See **Appendix 1 to this Compendium**.)]

## Objective

The objective of this Standard is to prescribe, for lessees and lessors, the appropriate accounting policies and disclosures in relation to finance leases and operating leases.

## Scope

1 **This Standard should be applied in accounting for all leases other than:**

- (a) *lease agreements to explore for or use natural resources, such as oil, gas, timber, metals and other mineral rights; and*
- (b) *licensing agreements for items such as motion picture films, video recordings, plays, manuscripts, patents and copyrights; and*
- (c) *lease agreements to use lands.*

2 This Standard applies to agreements that transfer the right to use assets even though substantial services by the lessor may be called for in connection with the operation or maintenance of such assets. On the other hand, this Standard does not apply to agreements that are contracts for services that do not transfer the right to use assets from one contracting party to the other.

## Definitions

**The following terms are used in this Standard with the meanings specified:**

**3.1 A lease is an agreement whereby the lessor conveys to the lessee in return for a payment or series of payments the right to use an asset for an agreed period of time.**

**3.2 A finance lease is a lease that transfers substantially all the risks and rewards incident to ownership of an asset.**

**3.3 An operating lease is a lease other than a finance lease.**

**3.4 A non-cancellable lease is a lease that is cancellable only:**

- (a) *upon the occurrence of some remote contingency; or*
- (b) *with the permission of the lessor; or*
- (c) *if the lessee enters into a new lease for the same or an equivalent asset with the same lessor; or*
- (d) *upon payment by the lessee of an additional amount such that, at inception, continuation of the lease is reasonably certain.*

**3.5 The inception of the lease is the earlier of the date of the lease agreement and the date of a commitment by the parties to the principal provisions of the lease.**

**3.6 The lease term is the non-cancellable period for which the lessee has agreed to take on lease the asset together with any further periods for which the lessee has the option to continue the lease of the asset, with or without further payment, which option at the inception of the lease it is reasonably certain that the lessee will exercise.**

**3.7 Minimum lease payments** are the payments over the lease term that the lessee is, or can be required, to make excluding contingent rent, costs for services and taxes to be paid by and reimbursed to the lessor, together with:

- (a) in the case of the lessee, any residual value guaranteed by or on behalf of the lessee; or
- (b) in the case of the lessor, any residual value guaranteed to the lessor:
  - (i) by or on behalf of the lessee; or
  - (ii) by an independent third party financially capable of meeting this guarantee.

However, if the lessee has an option to purchase the asset at a price which is expected to be sufficiently lower than the fair value at the date the option becomes exercisable that, at the inception of the lease, is reasonably certain to be exercised, the minimum lease payments comprise minimum payments payable over the lease term and the payment required to exercise this purchase option.

**3.8 Fair value** is the amount for which an asset could be exchanged or a liability settled between knowledgeable, willing parties in an arm's length transaction.

**3.9 Economic life** is either:

- (a) the period over which an asset is expected to be economically usable by one or more users; or
- (b) the number of production or similar units expected to be obtained from the asset by one or more users.

**3.10 Useful life** of a leased asset is either:

- (a) the period over which the leased asset is expected to be used by the lessee; or
- (b) the number of production or similar units expected to be obtained from the use of the asset by the lessee.

**3.11 Residual value** of a leased asset is the estimated fair value of the asset at the end of the lease term.

**3.12 Guaranteed residual value** is:

- (a) in the case of the lessee, that part of the residual value which is guaranteed by the lessee or by a party on behalf of the lessee (the amount of the guarantee being the maximum amount that could, in any event, become payable); and
- (b) in the case of the lessor, that part of the residual value which is guaranteed by or on behalf of the lessee, or by an independent third party who is financially capable of discharging the obligations under the guarantee.

**3.13 Unguaranteed residual value** of a leased asset is the amount by which the residual value of the asset exceeds its guaranteed residual value.

**3.14 Gross investment in the lease** is the aggregate of the minimum lease payments under a finance lease from the standpoint of the lessor and any unguaranteed residual value accruing to the lessor.

**3.15 Unearned finance income is the difference between:**

- (a) **the gross investment in the lease; and**
- (b) **the present value of**
  - (i) **the minimum lease payments under a finance lease from the standpoint of the lessor; and**
  - (ii) **any unguaranteed residual value accruing to the lessor, at the interest rate implicit in the lease.**

**3.16 Net investment in the lease is the gross investment in the lease less unearned finance income.**

**3.17 The interest rate implicit in the lease is the discount rate that, at the inception of the lease, causes the aggregate present value of**

- (a) **the minimum lease payments under a finance lease from the standpoint of the lessor; and**
- (b) **any unguaranteed residual value accruing to the lessor, to be equal to the fair value of the leased asset.**

**3.18 The lessee's incremental borrowing rate of interest is the rate of interest the lessee would have to pay on a similar lease or, if that is not determinable, the rate that, at the inception of the lease, the lessee would incur to borrow over a similar term, and with a similar security, the funds necessary to purchase the asset.**

**3.19 Contingent rent is that portion of the lease payments that is not fixed in amount but is based on a factor other than just the passage of time (e.g., percentage of sales, amount of usage, price indices, market rates of interest).**

4 The definition of a lease includes agreements for the hire of an asset which contain a provision giving the hirer an option to acquire title to the asset upon the fulfillment of agreed conditions. These agreements are commonly known as hire purchase agreements. Hire purchase agreements include agreements under which the property in the asset is to pass to the hirer on the payment of the last instalment and the hirer has a right to terminate the agreement at any time before the property so passes.

## **Classification of Leases**

5 The classification of leases adopted in this Standard is based on the extent to which risks and rewards incident to ownership of a leased asset lie with the lessor or the lessee. Risks include the possibilities of losses from idle capacity or technological obsolescence and of variations in return due to changing economic conditions. Rewards may be represented by the expectation of profitable operation over the economic life of the asset and of gain from appreciation in value or realisation of residual value.

6 A lease is classified as a finance lease if it transfers substantially all the risks and rewards incident to ownership. Title may or may not eventually be transferred. A lease is classified as an operating lease if it does not transfer substantially all the risks and rewards incident to ownership.

7 Since the transaction between a lessor and a lessee is based on a lease agreement common to both parties, it is appropriate to use consistent definitions. The application of these definitions to the differing circumstances of the two parties may sometimes result in the same lease being classified differently by the lessor and the lessee.

8 Whether a lease is a finance lease or an operating lease depends on the substance of the transaction rather than its form. Examples of situations which would normally lead to a lease being classified as a finance lease are:

- (a) the lease transfers ownership of the asset to the lessee by the end of the lease term;

- (b) the lessee has the option to purchase the asset at a price which is expected to be sufficiently lower than the fair value at the date the option becomes exercisable such that, at the inception of the lease, it is reasonably certain that the option will be exercised;
- (c) the lease term is for the major part of the economic life of the asset even if title is not transferred;
- (d) at the inception of the lease the present value of the minimum lease payments amounts to at least substantially all of the fair value of the leased asset; and
- (e) the leased asset is of a specialised nature such that only the lessee can use it without major modifications being made.

**9 Indicators of situations which individually or in combination could also lead to a lease being classified as a finance lease are:**

- (a) if the lessee can cancel the lease, the lessor's losses associated with the cancellation are borne by the lessee;
- (b) gains or losses from the fluctuation in the fair value of the residual fall to the lessee (for example in the form of a rent rebate equalling most of the sales proceeds at the end of the lease); and
- (c) the lessee can continue the lease for a secondary period at a rent which is substantially lower than market rent.

**10 Lease classification is made at the inception of the lease. If at any time the lessee and the lessor agree to change the provisions of the lease, other than by renewing the lease, in a manner that would have resulted in a different classification of the lease under the criteria in paragraphs 5 to 9 had the changed terms been in effect at the inception of the lease, the revised agreement is considered as a new agreement over its revised term. Changes in estimates (for example, changes in estimates of the economic life or of the residual value of the leased asset) or changes in circumstances (for example, default by the lessee), however, do not give rise to a new classification of a lease for accounting purposes.**

## **Leases in the Financial Statements of Lessees**

### **Finance Leases**

**11. At the inception of a finance lease, the lessee should recognise the lease as an asset and a liability. Such recognition should be at an amount equal to the fair value of the leased asset at the inception of the lease. However, if the fair value of the leased asset exceeds the present value of the minimum lease payments from the standpoint of the lessee, the amount recorded as an asset and a liability should be the present value of the minimum lease payments from the standpoint of the lessee. In calculating the present value of the minimum lease payments the discount rate is the interest rate implicit in the lease, if this is practicable to determine; if not, the lessee's incremental borrowing rate should be used.**

#### **Example**

(a) An enterprise (the lessee) acquires a machinery on lease from a leasing company (the lessor) on January 1, 20X0. The lease term covers the entire economic life of the machinery, i.e., 3 years. The fair value of the machinery on January 1, 20X0 is Rs. 2,35,500. The lease agreement requires the lessee to pay an amount of Rs.1,00,000 per year beginning December 31, 20X0. The lessee has guaranteed a residual value of Rs.17,000 on December 31, 20X2 to the lessor. The lessor, however, estimates that the machinery would have a salvage value of only Rs.3,500 on December 31, 20X2.

The interest rate implicit in the lease is 16 per cent (approx.). This is calculated using the following formula:

The lessee would record the machinery as an asset at Rs. 2,35,500 with a corresponding liability representing the present value of lease payments over the lease term (including the guaranteed residual value).

(b) In the above example, suppose the lessor estimates that the machinery would have a salvage value of Rs. 17,000 on December 31, 20X2. The lessee, however, guarantees a residual value of Rs. 5,000 only.

The interest rate implicit in the lease in this case would remain unchanged at 16% (approx.). The present value of the minimum lease payments from the standpoint of the lessee, using this interest rate implicit in the lease, would be Rs. 2,27,805. As this amount is lower than the fair value of the leased asset (Rs. 2,35,500), the lessee would recognise the asset and the liability arising from the lease at Rs. 2,27,805.

In case the interest rate implicit in the lease is not known to the lessee, the present value of the minimum lease payments from the standpoint of the lessee would be computed using the lessee's incremental borrowing rate.

12 Transactions and other events are accounted for and presented in accordance with their substance and financial reality and not merely with their legal form. While the legal form of a lease agreement is that the lessee may acquire no legal title to the leased asset, in the case of **finance leases** the substance and financial reality are that the lessee acquires the economic benefits of the use of the leased asset for the major part of its economic life in return for entering into an obligation to pay for that right an amount approximating to the fair value of the asset and the related finance charge.

13 If such lease transactions are not reflected in the lessee's balance sheet, the economic resources and the level of obligations of an enterprise are understated thereby distorting financial ratios. It is therefore appropriate that a finance lease be recognised in the lessee's balance sheet both as an asset and as an obligation to pay future lease payments. At the inception of the lease, the asset and the liability for the future lease payments are recognised in the balance sheet at the same amounts.

14 It is not appropriate to present the liability for a leased asset as a deduction from the leased asset in the financial statements. The liability for a leased asset should be presented separately in the balance sheet as a current liability or a long-term liability as the case may be.

15 Initial direct costs are often incurred in connection with specific leasing activities, as in negotiating and securing leasing arrangements. The costs identified as directly attributable to activities performed by the lessee for a finance lease are included as part of the amount recognised as an asset under the lease.

**16 Lease payments should be apportioned between the finance charge and the reduction of the outstanding liability. The finance charge should be allocated to periods during the lease term so as to produce a constant periodic rate of interest on the remaining balance of the liability for each period.**

### Example

In the example (a) illustrating paragraph 11, the lease payments would be apportioned by the lessee between the finance charge and the reduction of the outstanding liability as follows:

Year		Finance charge (Rs.)	Payment (Rs.)	Reduction in outstanding liability (Rs.)	Outstanding liability (Rs.)
Year 1	(January 1)				2,35,500
	(December 31)	37,680	1,00,000	62,320	1,73,180
Year 2	(December 31)	27,709	1,00,000	72,291	1,00,889
Year 3	(December 31)	16,142	1,00,000	83,858	17,031 *

\* The difference between this figure and guaranteed residual value (Rs.17,000) is due to approximation in computing the interest rate implicit in the lease.

17 In practice, in allocating the finance charge to periods during the lease term, some form of approximation may be used to simplify the calculation.

**18 A finance lease gives rise to a depreciation expense for the asset as well as a finance expense for each accounting period. The depreciation policy for a leased asset should be consistent with that for depreciable assets which are owned, and the depreciation recognised should be calculated on the basis set out in Accounting Standard (AS) 10, Property, Plant and Equipment. If there is no reasonable certainty that the lessee will obtain ownership by the end of the lease term, the asset should be fully depreciated over the lease term or its useful life, whichever is shorter.**

19 The depreciable amount of a leased asset is allocated to each accounting period during the period of expected use on a systematic basis consistent with the depreciation policy the lessee adopts for depreciable assets that are owned. If there is reasonable certainty that the lessee will obtain ownership by the end of the lease term, the period of expected use is the useful life of the asset; otherwise the asset is depreciated over the lease term or its useful life, whichever is shorter.

20 The sum of the depreciation expense for the asset and the finance expense for the period is rarely the same as the lease payments payable for the period, and it is, therefore, inappropriate simply to recognise the lease payments payable as an expense in the statement of profit and loss. Accordingly, the asset and the related liability are unlikely to be equal in amount after the inception of the lease.

21 To determine whether a leased asset has become impaired, an enterprise applies the **Accounting Standard (AS) 28, Impairment of Assets**, that sets out the requirements as to how an enterprise should perform the review of the carrying amount of an asset, how it should determine the recoverable amount of an asset and when it should recognise, or reverse, an impairment loss.

**22 The lessee should, in addition to the requirements of AS 10, Property, Plant and Equipment, and the governing statute, make the following disclosures for finance leases:**

**(a) assets acquired under finance lease as segregated from the assets owned;**

- (b) for each class of assets, the net carrying amount at the balance sheet date;
- (c) a reconciliation between the total of minimum lease payments at the balance sheet date and their present value. In addition, an enterprise should disclose the total of minimum lease payments at the balance sheet date, and their present value, for each of the following periods:
  - (i) not later than one year;
  - (ii) later than one year and not later than five years;
  - (iii) later than five years;
- (d) contingent rents recognised as expense in the statement of profit and loss for the period;
- (e) the total of future minimum sublease payments expected to be received under non-cancellable subleases at the balance sheet date; and
- (f) a general description of the lessee's significant leasing arrangements including, but not limited to, the following:

- (i) the basis on which contingent rent payments are determined;
- (ii) the existence and terms of renewal or purchase options and escalation clauses;
- (iii) restrictions imposed by lease arrangements, such as those and concerning dividends, additional debt, and further leasing.

*Provided that a Small and Medium Sized Company and a Micro, Small and Medium Sized Enterprises (Levels IV, III and II non-company entities), as defined in Appendix I to this Compendium, may not comply with sub-paragraphs (c), (e) and (f).*

## Operating Leases

**23 Lease payments under an operating lease should be recognised as an expense in the statement of profit and loss on a straight line basis over the lease term unless another systematic basis is more representative of the time pattern of the user's benefit.**

24. For operating leases, lease payments (excluding costs for services such as insurance and maintenance) are recognised as an expense in the statement of profit and loss on a straight line basis unless another systematic basis is more representative of the time pattern of the user's benefit, even if the payments are not on that basis.

**25 The lessee should make the following disclosures for operating leases:**

- (a) the total of future minimum lease payments under non-cancellable operating leases for each of the following periods:
  - (i) not later than one year;
  - (ii) later than one year and not later than five years;
  - (iii) later than five years;
- (b) the total of future minimum sublease payments expected to be received under non-cancellable subleases at the balance sheet date;
- (c) lease payments recognised in the statement of profit and loss for the period, with separate amounts for minimum lease payments and contingent rents;
- (d) sub-lease payments received (or receivable) recognised in the statement of profit and loss for the period;

*(e) a general description of the lessee's significant leasing arrangements including, but not limited to, the following:*

- (i) the basis on which contingent rent payments are determined;*
- (ii) the existence and terms of renewal or purchase options and escalation clauses; and*
- (iii) restrictions imposed by lease arrangements, such as those concerning dividends, additional debt, and further leasing. Provided that a Small and Medium Sized Company and a Micro, Small and Medium Sized Enterprises (Levels IV, III and II non-company entities), as defined in Appendix I to this Compendium, may not comply with sub- paragraphs (a), (b) and (e).*

## **Leases in the Financial Statements of Lessors**

### **Finance Leases**

**26 The lessor should recognise assets given under a finance lease in its balance sheet as a receivable at an amount equal to the net investment in the lease.**

27 Under a finance lease substantially all the risks and rewards incident to legal ownership are transferred by the lessor, and thus the lease payment receivable is treated by the lessor as repayment of principal, i.e., net investment in the lease, and finance income to reimburse and reward the lessor for its investment and services.

**28 The recognition of finance income should be based on a pattern reflecting a constant periodic rate of return on the net investment of the lessor outstanding in respect of the finance lease.**

29 A lessor aims to allocate finance income over the lease term on a systematic and rational basis. This income allocation is based on a pattern reflecting a constant periodic return on the net investment of the lessor outstanding in respect of the finance lease. Lease payments relating to the accounting period, excluding costs for services, are reduced from both the principal and the unearned finance income.

30 Estimated **unguaranteed residual values** used in computing the lessor's gross investment in a lease are reviewed regularly. If there has been a reduction in the estimated unguaranteed residual value, the income allocation over the remaining lease term is revised and any reduction in respect of amounts already accrued is recognised immediately. An upward adjustment of the estimated residual value is not made .

31 Initial direct costs, such as commissions and legal fees, are often incurred by lessors in negotiating and arranging a lease. For finance leases, these initial direct costs are incurred to produce finance income and are either recognised immediately in the statement of profit and loss or allocated against the finance income over the lease term.

**32 The manufacturer or dealer lessor should recognise the transaction of sale in the statement of profit and loss for the period, in accordance with the policy followed by the enterprise for outright sales. If artificially low rates of interest are quoted, profit on sale should be restricted to that which would apply if a commercial rate of interest were charged. Initial direct costs should be recognised as an expense in the statement of profit and loss at the inception of the lease.**

33 Manufacturers or dealers may offer to customers the choice of either buying or leasing an asset. A finance lease of an asset by a manufacturer or dealer lessor gives rise to two types of income:

- (a) the profit or loss equivalent to the profit or loss resulting from an outright sale of the asset being leased, at normal selling prices, reflecting any applicable volume or trade discounts; and
- (b) the finance income over the lease term.

34 The sales revenue recorded at the commencement of a finance lease term by a manufacturer or dealer lessor is the fair value of the asset. However, if the present value of the minimum lease payments accruing to the lessor computed at a commercial rate of interest is lower than the fair value, the amount recorded as sales revenue is the present value so computed. The cost of sale recognised at the commencement of the lease term is the cost, or carrying amount if different, of the leased asset less the present value of the unguaranteed residual value. The difference between the sales revenue and the cost of sale is the selling profit, which is recognised in accordance with the policy followed by the enterprise for sales.

35 Manufacturer or dealer lessors sometimes quote artificially low rates of interest in order to attract customers. The use of such a rate would result in an excessive portion of the total income from the transaction being recognised at the time of sale. If artificially low rates of interest are quoted, selling profit would be restricted to that which would apply if a commercial rate of interest were charged.

36 Initial direct costs are recognised as an expense at the commencement of the lease term because they are mainly related to earning the manufacturer's or dealer's selling profit.

***37 The lessor should make the following disclosures for finance leases:***

***(a) a reconciliation between the total gross investment in the lease at the balance sheet date, and the present value of minimum lease payments receivable at the balance sheet date. In addition, an enterprise should disclose the total gross investment in the lease and the present value of minimum lease payments receivable at the balance sheet date, for each of the following periods:***

***(i) not later than one year;***

***(ii) later than one year and not later than five years;***

***(iii) later than five years;***

***(b) unearned finance income;***

***(c) the unguaranteed residual values accruing to the benefit of the lessor;***

***(d) the accumulated provision for uncollectible minimum lease payments receivable;***

***(e) contingent rents recognised in the statement of profit and loss for the period;***

***(f) a general description of the significant leasing arrangements of the lessor; and***

***(g) accounting policy adopted in respect of initial direct costs.***

***Provided that a Small and Medium Sized Company and a Micro, Small and Medium Sized Enterprise (Levels IV, III and II non-company entities) as defined in Appendix 1 to this Compendium, may not comply with subparagraphs (a) and (f). Further, a Micro and Small Sized Enterprise (Level IV and level III non-company entities) as defined in Appendix 1 to this Compendium, may not comply with sub-paragraph (g) also.***

38 As an indicator of growth it is often useful to also disclose the gross investment less unearned income in new business added during the accounting period, after deducting the relevant amounts for cancelled leases.

***Provided that a Micro enterprise (Level IV non-company entities), as defined in Appendix 1 to this Compendium, may not comply with disclosure requirement of paragraph 38.***

## **Operating Leases**

***39 The lessor should present an asset given under operating lease in its balance sheet under fixed assets.***

**40 Lease income from operating leases should be recognised in the statement of profit and loss on a straight line basis over the lease term, unless another systematic basis is more representative of the time pattern in which benefit derived from the use of the leased asset is diminished.**

41 Costs, including depreciation, incurred in earning the lease income are recognised as an expense. Lease income (excluding receipts for services provided such as insurance and maintenance) is recognised in the statement of profit and loss on a straight line basis over the lease term even if the receipts are not on such a basis, unless another systematic basis is more representative of the time pattern in which benefit derived from the use of the leased asset is diminished.

42 Initial direct costs incurred specifically to earn revenues from an operating lease are either deferred and allocated to income over the **lease term** in proportion to the recognition of rent income, or are recognised as an expense in the statement of profit and loss in the period in which they are incurred.

**43 The depreciation of leased assets should be on a basis consistent with the normal depreciation policy of the lessor for similar assets, and the depreciation charge should be calculated on the basis set out in AS 10, Property, Plant and Equipment.**

44 To determine whether a leased asset has become impaired, an enterprise applies **AS 28, Impairment of Assets**, that sets out the requirements for how an enterprise should perform the review of the carrying amount of an asset, how it should determine the recoverable amount of an asset and when it should recognise, or reverse, an impairment loss.

45 A manufacturer or dealer lessor does not recognise any selling profit on entering into an operating lease because it is not the equivalent of a sale.

**46 The lessor should, in addition to the requirements of and AS 10, Property, Plant and Equipment, and the governing statute, make the following disclosures for operating leases:**

**(a) for each class of assets, the gross carrying amount, the accumulated depreciation and accumulated impairment losses at the balance sheet date; and**

- (i) the depreciation recognised in the statement of profit and loss for the period;**
- (ii) impairment losses recognised in the statement of profit and loss for the period;**
- (iii) impairment losses reversed in the statement of profit and loss for the period;**

**(b) the future minimum lease payments under non-cancellable operating leases in the aggregate and for each of the following periods:**

- (i) not later than one year;**
- (ii) later than one year and not later than five years; (iii) later than five years;**

**(c) total contingent rents recognised as income in the statement of profit and loss for the period;**

**(d) a general description of the lessor's significant leasing arrangements; and**

**(e) accounting policy adopted in respect of initial direct costs.**

**Provided that a Small and Medium Sized Company and a Micro, Small and Medium Sized Enterprise (Level IV, Level III and Level II non-company entities), as defined in Appendix 1 to this Compendium, may not comply with subparagraphs (b) and (d). Further, a Micro and Small Sized Enterprise (Level IV and Level III non-company entities), as defined in Appendix 1 to this Compendium, may not comply with sub-paragraph (e) also.**

## Sale and Leaseback Transactions

47 A sale and leaseback transaction involves the sale of an asset by the vendor and the leasing of the same asset back to the vendor. The lease payments and the sale price are usually interdependent as they are negotiated as a package. The accounting treatment of a sale and leaseback transaction depends upon the type of lease involved.

**48 If a sale and leaseback transaction results in a finance lease, any excess or deficiency of sales proceeds over the carrying amount should not be immediately recognised as income or loss in the financial statements of a seller-lessee. Instead, it should be deferred and amortised over the lease term in proportion to the depreciation of the leased asset.**

49 If the leaseback is a finance lease, it is not appropriate to regard an excess of sales proceeds over the carrying amount as income. Such excess is deferred and amortised over the lease term in proportion to the depreciation of the leased asset. Similarly, it is not appropriate to regard a deficiency as loss. Such deficiency is deferred and amortised over the lease term.

**50 If a sale and leaseback transaction results in an operating lease, and it is clear that the transaction is established at fair value, any profit or loss should be recognised immediately. If the sale price is below fair value, any profit or loss should be recognised immediately except that, if the loss is compensated by future lease payments at below market price, it should be deferred and amortised in proportion to the lease payments over the period for which the asset is expected to be used. If the sale price is above fair value, the excess over fair value should be deferred and amortised over the period for which the asset is expected to be used.**

51 If the leaseback is an operating lease, and the lease payments and the sale price are established at fair value, there has in effect been a normal sale transaction and any profit or loss is recognised immediately.

**52 For operating leases, if the fair value at the time of a sale and leaseback transaction is less than the carrying amount of the asset, a loss equal to the amount of the difference between the carrying amount and fair value should be recognised immediately.**

53 For finance leases, no such adjustment is necessary unless there has been an impairment in value, in which case the carrying amount is reduced to recoverable amount in accordance with the Accounting Standard dealing with impairment of assets.

54 Disclosure requirements for lessees and lessors apply equally to sale and leaseback transactions. The required description of the significant leasing arrangements leads to disclosure of unique or unusual provisions of the agreement or terms of the sale and leaseback transactions.

55 Sale and leaseback transactions may meet the separate disclosure criteria set out in **paragraph 12 of Accounting Standard (AS) 5, Net Profit or Loss for the Period, Prior Period Items and Changes in Accounting Policies.**

## Illustration

### Sale and Leaseback Transactions that Result in Operating Leases

*The illustration does not form part of the accounting standard. Its purpose is to illustrate the application of the accounting standard.*

A sale and leaseback transaction that results in an operating lease may give rise to profit or a loss, the determination and treatment of which depends on the leased asset's carrying amount, fair value and selling price. The following table shows the requirements of the accounting standard in various circumstances.

<b>Sale price established at fair value (paragraph 50)</b>	<b>Carrying amount equal to fair value</b>	<b>Carrying amount less than fair value</b>	<b>Carrying amount above fair value</b>
<b>Profit</b>	No profit	Recognise profit immediately	Not applicable
<b>Loss</b>	No loss	Not applicable	Recognise loss immediately
<b>Sale price below fair value (paragraph 50)</b>			
<b>Profit</b>	No profit	Recognise profit immediately	No profit (note 1)
<b>Loss not compensated by future lease payments at below market</b>	Recognise loss immediately	Recognise loss immediately	(note 1)
<b>Loss compensated by future lease payments at</b>	Defer and amortise loss	Defer and amortise loss	(note 1)
<b>Sale price above fair value (paragraph 50)</b>			
<b>Profit</b>	Defer and amortise profit	Defer and amortise profit	Defer and amortise profit (note 2)
<b>Loss</b>	No loss	No loss	(note 1)

**Note 1.** These parts of the table represent circumstances that would have been dealt with under paragraph 52 of the Standard. Paragraph 52 requires the carrying amount of an asset to be written down to fair value where it is subject to a sale and leaseback.

**Note 2.** The profit would be the difference between fair value and sale price as the carrying amount would have been written down to fair value in accordance with paragraph 52.

## Footnotes

\*The Standard was earlier notified as part of Companies (Accounting Standards) Rules, 2006, under Companies Act, 1956. The Standard has been notified as part of Companies (Accounting Standards) Rules, 2021, under Companies Act, 2013. The following footnote has been inserted in Companies (Accounting Standards) Rules, 2021, which is relevant for companies:

"In respect of assets leased prior to the effective date of the notification prescribing Accounting Standard (AS) 19 as part of Companies (Accounting Standards) Rules, 2006, under Section 211 of the Companies Act, 1956, the applicability of this Standard would be determined on the basis of the Accounting Standard (AS) 19, issued by the ICAI in 2001."

<sup>1</sup>Attention is specifically drawn to **paragraph 4.3 of the Preface**, according to which Accounting Standards are intended to apply only to items which are material.

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