

**Comments to Proposed amendment to IFRS 16:**

Para	Amendment	Comments to proposed amendments
<b>Para 46 B</b>	The practical expedient in paragraph 46A applies only to rent concessions occurring as a direct consequence of the covid-19 pandemic and only if all of the following conditions are met:	
(a)	the change in lease payments results in revised consideration for the lease that is substantially the same as, or less than, the consideration for the lease immediately preceding the change;	<p>"...that is substantially the same as....". Considering the motive behind amendment to existing IFRS 16 in the wake of COVID 19 and in present scenario the lease payments would have reduced and for that purpose this amendment is being done, so adding the clause of "<u>lease payments remaining substantially the same</u>" is not suitable.</p> <p>Since if there is no change in lease payments due to COVID 19, there is no lease modification for the lessee and hence lessee can continue recognising the Right of Use asset and lease liability as per the original contract.</p>
(b)	any reduction in lease payments affects only payments originally due in 2020 (for example, a rent concession would meet this condition if it results in reduced lease payments in 2020 and increased lease payments that extend beyond 2020); and	<p>Due to COVID 19, many lessors have given rent holidays or rent concessions to lessee and lessor will adjust this decrease in lease payments against future lease payments.</p> <p>But this is not a mandatory clause, since in few retail industries where it is the brand name of lessee which is increasing the value of that property and if that lessee vacates the property, none other will pay that much rent to lessor. In other words, lessee is in a better position to negotiate lease payments.</p> <p>In such cases, lessor will not be able to increase lease payments post COVID 19 era. Hence in example: <u>.....results in reduced lease payments in 2020 "and" increased lease payments that extend beyond 2020....</u>, the word and should be replaced with "<b>and/ or</b>".</p>
(c)	there is no substantive change to other terms and conditions of the lease.	a better way of presenting this can be with an <u>example of decrease in scope of lease contract</u> .