

New Zealand Equivalent to IFRIC Interpretation 15
Agreements for the Construction of Real Estate
(NZ IFRIC 15)

Issued August 2008 and incorporates amendments up to and including 30 June 2011

This Interpretation was issued by the Financial Reporting Standards Board of the New Zealand Institute of Chartered Accountants and approved by the Accounting Standards Review Board in August 2008 under the Financial Reporting Act 1993. This Interpretation is a Regulation for the purpose of the Regulations (Disallowance) Act 1989.

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 (NZ IFRIC 15)****

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HISTORY OF AMENDMENTS

Table of Pronouncements – NZ IFRIC 15 *Agreements for the Construction of Real Estate*

This table lists the pronouncements establishing and substantially amending NZ IFRIC 15. The table is based on amendments approved as at 30 June 2011.

Pronouncements	Date approved (ASRB approval)	Early operative date	Effective date (annual reporting periods... on or after ...)
NZ IFRIC 15 <i>Agreements for the Construction of Real Estate</i>	August 2008 (Approval 105)	Early application permitted	1 Jan 2009

New Zealand Equivalent to IFRIC Interpretation 15 *Agreements for the Construction of Real Estate* (NZ IFRIC 15) is set out in paragraphs 1–25.

NZ IFRIC 15 should be read in the context of the IFRIC’s Basis for Conclusions on IFRIC 15 and the Illustrative Examples for IFRIC 15. The scope and authority of Interpretations are set out in paragraphs 2 and 7–16 of the *Preface to International Financial Reporting Standards*.

Any additional material is shown with grey shading. The paragraphs are denoted with “NZ” and identify the types of entities to which the paragraphs apply.

Differential Reporting

Qualifying entities are not required to comply with NZ IFRIC 15 paragraph 20.

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Agreements for the Construction of Real Estate (NZ IFRIC 15)

References

- NZ IAS 1 *Presentation of Financial Statements* (as revised in 2007)
- NZ IAS 8 *Accounting Policies, Changes in Accounting Estimates and Errors*
- NZ IAS 11 *Construction Contracts*
- NZ IAS 18 *Revenue*
- NZ IAS 37 *Provisions, Contingent Liabilities and Contingent Assets*
- NZ IFRIC 12 *Service Concession Arrangements*
- NZ IFRIC 13 *Customer Loyalty Programmes*

Background

- 1 In the real estate industry, entities that undertake the construction of real estate, directly or through subcontractors, may enter into agreements with one or more buyers before construction is complete. Such agreements take diverse forms.
- 2 For example, entities that undertake the construction of residential real estate may start to market individual units (apartments or houses) 'off plan', ie while construction is still in progress, or even before it has begun. Each buyer enters into an agreement with the entity to acquire a specified unit when it is ready for occupation. Typically, the buyer pays a deposit to the entity that is refundable only if the entity fails to deliver the completed unit in accordance with the contracted terms. The balance of the purchase price is generally paid to the entity only on contractual completion, when the buyer obtains possession of the unit.
- 3 Entities that undertake the construction of commercial or industrial real estate may enter into an agreement with a single buyer. The buyer may be required to make progress payments between the time of the initial agreement and contractual completion. Construction may take place on land the buyer owns or leases before construction begins.

Scope

- 4 This Interpretation applies to the accounting for revenue and associated expenses by entities that undertake the construction of real estate directly or through subcontractors.
- 5 Agreements in the scope of this Interpretation are agreements for the construction of real estate. In addition to the construction of real estate, such agreements may include the delivery of other goods or services.

Qualifying Entities

NZ 5.1 Entities which qualify for differential reporting concession in accordance with the *Framework for Differential Reporting for Entities Applying the New Zealand Equivalents to International Financial Reporting Standards Reporting Regime* are not required to comply with the disclosure requirements in the Interpretation denoted with an asterisk (*).

Issues

- 6 The Interpretation addresses two issues:
- (a) Is the agreement within the scope of NZ IAS 11 or NZ IAS 18?
 - (b) When should revenue from the construction of real estate be recognised?

Consensus

- 7 The following discussion assumes that the entity has previously analysed the agreement for the construction of real estate and any related agreements and concluded that it will retain neither continuing managerial involvement to the degree usually associated with ownership nor effective control over the constructed real estate to an extent that would preclude recognition of some or all of the consideration as revenue. If recognition of some of the consideration as revenue is precluded, the following discussion applies only to the part of the agreement for which revenue will be recognised.
- 8 Within a single agreement, an entity may contract to deliver goods or services in addition to the construction of real estate (eg a sale of land or provision of property management services). In accordance with paragraph 13 of NZ IAS 18, such an agreement may need to be split into separately identifiable components including one for the construction of real estate. The fair value of the total consideration received or receivable for the agreement shall be allocated to each component. If separate components are identified, the entity applies paragraphs 10–12 of this Interpretation to the component for the construction of real estate in order to determine whether that component is within the scope of

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NZ IAS 11 or NZ IAS 18. The segmenting criteria of NZ IAS 11 then apply to any component of the agreement that is determined to be a construction contract.

- 9 The following discussion refers to an agreement for the construction of real estate but it also applies to a component for the construction of real estate identified within an agreement that includes other components.

Determining whether the agreement is within the scope of NZ IAS 11 or NZ IAS 18

- 10 Determining whether an agreement for the construction of real estate is within the scope of NZ IAS 11 or NZ IAS 18 depends on the terms of the agreement and all the surrounding facts and circumstances. Such a determination requires judgement with respect to each agreement.
- 11 NZ IAS 11 applies when the agreement meets the definition of a construction contract set out in paragraph 3 of NZ IAS 11: ‘a contract specifically negotiated for the construction of an asset or a combination of assets ...’ An agreement for the construction of real estate meets the definition of a construction contract when the buyer is able to specify the major structural elements of the design of the real estate before construction begins and/or specify major structural changes once construction is in progress (whether or not it exercises that ability). When NZ IAS 11 applies, the construction contract also includes any contracts or components for the rendering of services that are directly related to the construction of the real estate in accordance with paragraph 5(a) of NZ IAS 11 and paragraph 4 of NZ IAS 18.
- 12 In contrast, an agreement for the construction of real estate in which buyers have only limited ability to influence the design of the real estate, eg to select a design from a range of options specified by the entity, or to specify only minor variations to the basic design, is an agreement for the sale of goods within the scope of NZ IAS 18.

Accounting for revenue from the construction of real estate

The agreement is a construction contract

- 13 When the agreement is within the scope of NZ IAS 11 and its outcome can be estimated reliably, the entity shall recognise revenue by reference to the stage of completion of the contract activity in accordance with NZ IAS 11.
- 14 The agreement may not meet the definition of a construction contract and therefore be within the scope of NZ IAS 18. In this case, the entity shall determine whether the agreement is for the rendering of services or for the sale of goods.

The agreement is an agreement for the rendering of services

- 15 If the entity is not required to acquire and supply construction materials, the agreement may be only an agreement for the rendering of services in accordance with NZ IAS 18. In this case, if the criteria in paragraph 20 of NZ IAS 18 are met, NZ IAS 18 requires revenue to be recognised by reference to the stage of completion of the transaction using the percentage of completion method. The requirements of NZ IAS 11 are generally applicable to the recognition of revenue and the associated expenses for such a transaction (NZ IAS 18 paragraph 21).

The agreement is an agreement for the sale of goods

- 16 If the entity is required to provide services together with construction materials in order to perform its contractual obligation to deliver the real estate to the buyer, the agreement is an agreement for the sale of goods and the criteria for recognition of revenue set out in paragraph 14 of NZ IAS 18 apply.
- 17 The entity may transfer to the buyer control and the significant risks and rewards of ownership of the work in progress in its current state as construction progresses. In this case, if all the criteria in paragraph 14 of NZ IAS 18 are met continuously as construction progresses, the entity shall recognise revenue by reference to the stage of completion using the percentage of completion method. The requirements of NZ IAS 11 are generally applicable to the recognition of revenue and the associated expenses for such a transaction.
- 18 The entity may transfer to the buyer control and the significant risks and rewards of ownership of the real estate in its entirety at a single time (eg at completion, upon or after delivery). In this case, the entity shall recognise revenue only when all the criteria in paragraph 14 of NZ IAS 18 are satisfied.
- 19 When the entity is required to perform further work on real estate already delivered to the buyer, it shall recognise a liability and an expense in accordance with paragraph 19 of NZ IAS 18. The liability shall be measured in accordance with NZ IAS 37. When the entity is required to deliver further goods or services that are separately identifiable from the real estate already delivered to the buyer, it would have identified the remaining goods or services as a separate component of the sale, in accordance with paragraph 8 of this Interpretation.

Disclosures

- *20 When an entity recognises revenue using the percentage of completion method for agreements that meet all the criteria in paragraph 14 of NZ IAS 18 continuously as construction progresses (see paragraph 17 of the Interpretation), it shall disclose:
- (a) how it determines which agreements meet all the criteria in paragraph 14 of NZ IAS 18 continuously as construction progresses;
 - (b) the amount of revenue arising from such agreements in the period; and

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- (c) the methods used to determine the stage of completion of agreements in progress.
- 21 For the agreements described in paragraph 20 that are in progress at the reporting date, the entity shall also disclose:
- (a) the aggregate amount of costs incurred and recognised profits (less recognised losses) to date; and
 - (b) the amount of advances received.

Amendments to the appendix to the illustrative examples accompanying IAS 18

- 22 This Interpretation supersedes the real estate guidance (Example 9) in the appendix to IAS 18.
- 23 [These amendments are not reproduced here as the appendix to IAS 18 is IASCF copyright material.]

Effective date and transition

- 24 An entity shall apply this Interpretation for annual periods beginning on or after 1 January 2009. Earlier application is permitted. If an entity applies the Interpretation for a period beginning before 1 January 2009, it shall disclose that fact.
- 25 Changes in accounting policy shall be accounted for retrospectively in accordance with NZ IAS 8.

IFRIC Information Note

[This information note accompanies but does not form part of NZ IFRIC 15.]

IFRIC Illustrative Examples

[These examples accompany but do not form part of NZ IFRIC 15.]

IFRIC Basis for Conclusions

BC1–BC35 [Paragraphs BC1–BC35 do not form part of NZ IFRIC 15.]

Appendix
Amendments to the *Framework for Differential Reporting for Entities Applying the New Zealand Equivalents to International Financial Reporting Standards Reporting Regime*

Entities shall apply the amendments in this appendix for annual periods beginning on or after 1 January 2009. If an entity applies this Interpretation for an earlier period, the amendments shall be applied for that earlier period.

The amendments contained in this appendix when this Interpretation was issued in 2008 have been incorporated into the relevant pronouncements published in this volume.

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