

## SCHEDULE 2

### PART V AS IT APPLIES IN CASES WHERE THE RIGHT TO BUY IS PRESERVED

#### *Provisions affecting future disposals*

#### **Repayment of discount on early disposal**

**155.**—(1) A conveyance of the freehold or grant of a lease in pursuance of this Part may, at the discretion of the landlord, contain (unless there is no discount) a covenant binding on the qualifying person and his successors in title to the following effect, but not one the effect of which would be more onerous.

(2) The covenant shall be to pay to the landlord on demand, if within a period of three years there is a relevant disposal which is not an exempted disposal (but if there is more than one such disposal, then only on the first of them), the discount to which the qualifying person was entitled, reduced by one third for each complete year which has elapsed after the conveyance or grant and before the disposal.

(3A) Where a qualifying person has served on his landlord an operative notice of delay, as defined in section 153A—

- (a) the three years referred to in subsection (2) shall begin from a date which precedes the date of the conveyance of the freehold or grant of the lease by a period equal to the time (or, if there is more than one such notice, the aggregate of the times) during which, by virtue of section 153B, any payment of rent falls to be taken into account in accordance with subsection (3) of that section.