

Dated

2026

WILTSHIRE COUNCIL

(1)

BELLWAY HOMES LIMITED

(2)

DEED OF VARIATION

TO A SECTION 106 AGREEMENT

**At the land east of Odstock Road and to the
south of Rowbarrow Salisbury, Wiltshire**



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THE DEED is made on

day of

2026

BETWEEN

- (1) **BELLWAY HOMES LIMITED** of (company registration number 00670176) whose registered office is at Woolsington House, International Drive, Woolsington, Newcastle upon Tyne NE13 8BF (the "**Owner**");
- (2) **WILTSHIRE COUNCIL** of County Hall Bythesea Road Trowbdigre Wiltshire BA14 8JN ("**the Council**");

WHEREAS

- (A) The Council is the planning authority for the purposes of the Act for the area within which the Site is situated and by whom the obligations in this Deed are enforceable.
- (B) The Owner is the freehold owner of the site registered under freehold title WT482749 ("the Site").
- (C) On 17 October 2024 the Council (1) Mark Norton Tilley, Philip Arthur Tilley and Richard Charles Tilley (2) the Owner (3) entered into the Principal Agreement.
- (D) The Council and the Owner enter into this Deed to vary the Principal Agreement insofar only as it relates to and affects the Site.
- (E) This Deed is supplemental to the Principal Agreement.

NOW THIS DEED is made in pursuance of Section 106 and 106A of the 1990 Act and contains planning obligations and is a planning obligation for the purposes of that Section and **WITNESSES AS FOLLOWS:**

1 INTERPRETATION

- 1.1 Defined terms used in this Deed which are not defined in this Deed shall have the same meaning given to them in the definitions set out in Clause 1.1 of the Principal Agreement
- 1.2 In this Deed in addition to the parties hereinbefore referred to the following words and expressions shall where the context so requires or admits have the following meaning:

Principal Agreement

means the agreement entered into between the Council (1) Mark Norton Tilley, Philip Arthur Tilley and Richard Charles Tilley (2) and Bellway Homes Limited dated 17 October 2024;

In this Deed:

- 1.3 Unless the context requires otherwise, all words and phrases defined in the Principal Agreement shall have the same meaning in this Deed (except to the extent that they are expressly varied in this Deed).
- 1.4 The expression the Owner shall include persons successors in title and assigns and all persons deriving title to all or part of the Site under or through them.
- 1.5 References in this Deed to the "Council" shall include any successor to their functions as local planning authorities.
- 1.6 References in this Deed to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force and references to a statute include statutory instruments and regulations made pursuant to it.
- 1.7 The clause headings in this Deed are for convenience only and do not form part of this Deed.
- 1.8 References to clauses paragraphs schedules or recitals shall (unless the context otherwise requires) be references to clauses paragraphs and schedules or recitals in this Deed.
- 1.9 References to the singular shall include the plural and vice versa.
- 1.10 Words of masculine gender shall incorporate the feminine gender and words of the singular shall include the plural and vice-versa and words denoting persons shall include bodies companies incorporated associations and partnerships and vice versa.
- 1.11 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.

- 1.12 Any obligation, covenant, undertaking or agreement by any party to this Deed not to do any act or thing includes an obligation, covenant, undertaking or agreement not to permit or allow the doing of that act or thing.
- 1.13 The headings and contents list are for reference only and shall not affect construction.
- 1.14 In this Deed the term “including” shall mean “including without limitation” and “include” and “includes” shall be construed accordingly.

2 COMMENCEMENT

- 2.1 The provisions of this Deed shall have effect from the date of this Deed.

3 STATUTORY POWERS

- 3.1 This Deed is made pursuant to s106 and s106A of the Act and pursuant to s111 of the Local Government Act 1972 and any other enabling powers and it is acknowledged by the parties that the obligations contained within this Deed are binding on the Site and are enforceable by the Council as local planning authority against the Owner and against its successors in title in respect of their interests in each and every part of the Site and those deriving title under them provided always that no person shall be liable for any breach of any covenant or obligation in this Deed after it has parted with all of its interest in the Site or the part of the Site in respect of which such breach occurs (save in relation to any antecedent breach which occurs prior to parting with such interest).

4 VARIATIONS TO THE PRINCIPAL AGREEMENT

- 4.1 The parties to this Deed agree that from the date of this Deed the Principal Agreement shall be amended as set out in the First Schedule of this Deed without prejudice to any covenants in the Principal Agreement which are not affected by the First Schedule and which shall continue in full force and effect in respect of the Site.
- 4.2 The obligations and covenants in the Principal Agreement by this Deed relate to the Site, are planning obligations to which the statutory provisions in clause 3 apply and are for the purposes of regulation 122 of the Community Infrastructure Regulations 2010 necessary, directly related to and fairly and reasonably related in scale and kind to the development of the Site.

5 DECLARATIONS

It is hereby agreed and declared:

- 5.1 Nothing in this Deed shall be construed as restricting the exercise by the Council of any powers exercisable by them under the Act or any other act regulation or byelaws.
- 5.2 This Deed shall remain in full force and effect notwithstanding the terms and conditions of any planning permission which may be or has been at any time issued by the Council or any other appropriate person or authority pursuant to the provisions of the Act.
- 5.3 No waiver whether express or implied by the Council of any breach or default by the Owner in performing or observing any of the covenants of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants or from acting upon any subsequent breach or default in respect thereof by Owner.

6 COVENANTS BY THE OWNER

- 6.1 The Owner covenants with the Council that it will observe and perform the covenants restrictions and obligations contained in the Principal Agreement and as further amended by this Deed.

7 COVENANTS BY THE COUNCIL

- 7.1 The Council covenants with the Owner that it will observe and perform the covenants restrictions and obligations on its part contained in the Principal Agreement and as further amended by this Deed.

8 LOCAL LAND CHARGE

- 8.1 This Deed is a local land charge and the Council shall register it as such as soon as practicable after the completion of this Deed.
- 8.2 Following the performance and satisfaction of all the obligations contained in the Principal Agreement and as further amended by this Deed the Council shall upon receipt of a written request so to do as soon as reasonably practicable mark the Principal Agreement and this Deed in the local land charges register as having been complied with.

9 SEVERABILITY

- 9.1 It is agreed that if any part of this Deed is declared unlawful or invalid by a court of competent jurisdiction then (to the extent possible) the offending provision(s) will be severed from this Deed and the remainder of this Deed shall continue in full force and effect.

10 LEGAL COSTS

- 10.1 The Owner will no later than the date of this Deed pay the Council their reasonable and proper legal costs for the preparation, negotiation and completion of this Deed and the administrative costs for the monitoring of this Deed.

11 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 11.1 Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 no part of this Deed shall be enforceable by a third party who is not a party to this Deed.

12 JURISDICTION

- 12.1 This Deed is governed by and interpreted in accordance with the Law of England and Wales.

This Deed has been executed as a deed and delivered on the date stated at the beginning of this Deed.

**THE FIRST SCHEDULE
VARIATIONS TO THE PRINCIPAL AGREEMENT**

The Principal Agreement shall be amended as follows:

1 DEFINITIONS- CLAUSE 1

1.1 The definition of "Affordable Housing" is to be amended to add the words "Discount Market Housing Units" as a new paragraph 5

1.2 The definition of "Discount Market Housing Unit" is to be added as follows:

"Discount Market Housing Unit" means housing to be constructed or provided as part of the Development as Dwellings for sale to eligible persons subject to a covenant imposed to restrict the sale and resale price to a discount of a minimum of 30% (thirty percent) below the value they would be sold on the open market in perpetuity and **"Discounted Market Housing Units"** shall be construed accordingly;

2 SCHEDULE 1.1 – AFFORDABLE HOUSING

2.1 The words "and/or Discount Market Units" are to be added after "Shared Ownership Units" at clause 2.2

2.2 A new paragraph is to be added as follows after paragraph 14:

DISCOUNT MARKET HOUSING UNITS

Any Discount Market Housing Units:

15 shall be sold at no more than 70% of the open market value in perpetuity and no sale shall be made unless it includes such terms and conditions to ensure that any subsequent sale shall be in accordance with the occupancy and price restrictions outlined in this paragraph 5.1.

16 Any Discount Market Housing Unit will firstly be offered for sale (on initial sale and resale) to Qualifying Person. If, notwithstanding the Owner having actively marketed a Discount Market Housing Unit for a continuous period of not less than four (4) weeks, no Qualifying Person is identified who is willing and able to exchange contracts for the purchase of that unit, the Owner

shall be entitled to offer the Discount Market Housing Unit for sale to any person or persons who satisfy the eligibility criteria for a Qualifying Person.

17 Each Discount Market Housing Unit shall be marketed at a value that represents that it is a Discount Market Housing Unit and setting out the requirements for purchase in paragraphs 15-18 of this schedule.

18 On the first Disposal of each and every Discount Market Housing Unit to apply to the Chief Land Registrar pursuant to Rule 91 of and Schedule 4 to the Land Registration Rules 2003 for the entry on the register of the title of that Discount Market Housing Unit of the following restriction:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the transfer provisions (being the provisions relating to the disposal of the property only in accordance with the occupancy and price restrictions outlined in paragraph [xx] above) of the Transfer dated a[Date] referred to in the Charges Register have been complied with or that they do not apply to the disposition"

3 SCHEDULE 1.3- AFFORDABLE HOUSING MIX

3.1 The words "and/or Discounted Market Housing Units" are to be added after "Shared Ownership"

EXECUTED as a **DEED**)
by affixing **THE COMMON SEAL**)
of **WILTSHIRE COUNCIL**)
in the presence of:

Authorised Signatory

EXECUTED as a **DEED** by
BELLWAY HOMES LIMITED
acting by Attorney

pursuant to a power of attorney dated

In the presence of

Signature of witness

Name (IN BLOCK CAPITALS)

Address

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