

DATED

2025

**(1) KALEMINSTER LIMITED**

-and-

**(2) PEBBLEAIM LIMITED**

-and-

**(3) BROXWOOD VIEW LTD**

-and-

**(4) THE MAYOR AND THE BURGESSES OF  
THE LONDON BOROUGH OF CAMDEN**

**DRAFT**  
DEED OF VARIATION

Relating to the agreement dated 13 January 2020  
Between the Mayor and the Burgesses of the  
London Borough of Camden,  
Kaleminster Limited and Pebbleaim Limited  
under sections 106 and 106A of the Town and  
Country Planning Act 1990 (as amended)  
Relating to development at premises known as  
**BARRIE HOUSE, 29 ST EDMUNDS TERRACE, LONDON NW8 7QH**

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Andrew Maughan  
Borough Solicitor  
London Borough of Camden  
Town Hall  
Judd Street  
London WC1H 9LP

Tel: 020 7974 1918  
Fax: 020 7974 2962

THIS DEED is made on the                      day of                      2025

**BETWEEN**

1.     **KALEMINSTER LIMITED** (Co. Regn. No. 01818675) whose registered office is at The Old Barn, Ox Lane, St. Michaels, Tenterden TN30 6NG (hereinafter called “the Freeholder”) of the first part
2.     **PEBBLEAIM LIMITED** (Co. Regn. No. 1829956) whose registered office is at One Lansdowne Road, London W11 3AL (hereinafter called “the First Leaseholder”) of the second part
3.     **BROXWOOD VIEW LTD** (Co. Regn. No. 10303018) whose registered office is at 62 St. Martin's Lane, London WC2N 4JS (hereinafter called “the Second Leaseholder”) of the third part
4.     **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London, WC1H 9LP (hereinafter called “the Council”) of the fourth part

**WHEREAS:**

- 1.1     The Council the Freeholder and the First Leaseholder entered into an Agreement dated 13 January 2020 pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended).
- 1.2     The Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Numbers LN147889, NGL361000 and NGL957277.
- 1.3     The Freeholder is the freehold owner of and is interested in the Property for the purposes of Section 106(9) of the Act.
- 1.4     The First Leaseholder is registered at the Land Registry as the leasehold proprietor with Title absolute of part of the Property under Title Number NGL605675.

- 1.5 The First Leaseholder is the leasehold owner of and is interested in part of the Property for the purposes of Section 106 of the Act.
- 1.6 The Second Leaseholder is registered at the Land Registry as the leasehold proprietor with Title absolute of part of the Property under Title Number BB17565.
- 1.7 The Second Leaseholder is the leasehold owner of and is interested in part of the Property for the purposes of Section 106 of the Act.
- 1.8 The Freeholder, the First Leaseholder and the Second Leaseholder shall hereinafter be jointly referred to as the "Owner".
- 1.9 The Council is the local planning authority for the purposes of the Act and considers it expedient in the interests of the proper planning of its area that the Development of the Property should be restricted or regulated in accordance with this Deed.
- 1.10 A new Planning Application in respect of the Property and to amend the Original Planning Permission was submitted to the Council by the Owner and validated on 09 January 2024 for which the Council resolved to grant permission conditionally under reference 023/4784/P subject to the conclusion of this Deed.
- 1.11 This Deed of Variation is made by virtue of the Town and Country Planning Act 1990 Section 106 and 106A of the Act and is a planning obligation for the purposes of that section.
- 1.12 Without prejudice to the terms of the other covenants contained in the Existing Agreement the parties hereto have agreed to vary the terms of the Existing Agreement as hereinafter provided.

## **2. INTERPRETATION**

- 2.1 All words and phrases defined in the Existing Agreement shall have the same meaning in this Deed save where the context otherwise dictates and for the avoidance of any doubt the Existing Agreement shall remain in full force and effect save as varied by this Deed.

- 2.2 All reference in this Deed to clauses in the Existing Agreement are to clauses within the Existing Agreement.
- 2.3 Where in this Deed reference is made to a clause schedule or recital such reference (unless the context otherwise requires) is a reference to a clause schedule or recital of this Deed.
- 2.4 Headings are for ease of reference only and are not intended to be construed as part of this Deed and shall not be construed as part of this Deed and shall not effect the construction of this Deed.
- 2.5 Unless the context otherwise requires references to the singular shall include the plural and vice versa.
- 2.6 References in this Deed to the Owner shall include their successors in title.
- 2.7 In this Deed the following expression shall unless the context otherwise states have the following meaning: "stated to"

2.8.1 "Deed" means the Deed of Variation made pursuant to Sections 106 and 106A of the Act

2.8.2 "Existing Agreement" means the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) dated 13 January 2020 made between the Council and Kalemminster Limited and Pebbleaim Limited

2.8.3 "the Original Planning Permission" means the planning permission allowed on appeal on 19 March 2020 (appeal ref APP/X5210/W/19/3240401 and Council reference 2018/0645/P) allowing the redevelopment of existing two-storey porter's lodge and surface level car park to construct a part four, part five storey extension (lower ground, ground and 3/4 storey's) to Barrie House including excavation of a basement

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level, to provide 9 self-contained residential flats (1 x 1 bed, 6 x 2 bed and 2 x 3 bed units), cycle parking, refuse and recycling stores, hard and soft landscaping and relocated off-street car parking spaces as shown on drawing numbers: E\_00 rev A; E\_20 rev A; E\_21 rev B; E\_22 rev A; E\_23 rev A; E\_24 rev A; E\_25 rev A; P\_20 rev C; P\_21 rev D; P\_22 rev C; P\_23 rev C; P\_24 rev C; P\_25 rev A; P\_30; P\_31; P\_32; P\_33; P\_34; P\_35; P\_36; P\_37; P\_38; P\_39; P\_51; P\_52; P\_56; Preliminary Ecological Appraisal produced by Eight Associates dated January 2019; Ground Source Heat Pump Feasibility Study produced by Cundall dated October 2018; Overheating Analysis produced by Eight Associates dated September 2018; Report on the Impact on Trees produced by John Cromb's Arboricultural Company Limited dated September 2018; Sustainability Statement Issue no. 3 produced by Eight Associates dated September 2018; Landscape Proposal rev D produced by Exterior Architecture dated September 2018; Energy Assessment Issue no. 2 produced by Eight Associates dated September 2018; Basement Impact Assessment produced by Parmarbrook dated May 2018; Secant Piled Retaining Wall Design for Temporary and Permanent Conditions produced by Parmarbrook dated June 2018; Daylight and Sunlight Report produced by Malcolm Halls dated May 2018; Design and Access Statement produced by Marek 2 Wojciechowski Architects dated November 2017; SuDS Assessment produced by Motion dated January 2018; Acoustic Report produced by Emtec dated December 2017; Draft Construction Management Plan produced

by RPS dated December 2017; Planning Statement produced by Montague Evans dated February 2018; Covering letter produced by Montague Evans dated February 2018

### 3. VARIATION TO THE EXISTING AGREEMENT

3.1 The following definitions contained in the Existing Agreement shall be varied as follows:

#### 3.1.1 "Development"

variation to condition 2 (approved plans), condition 20 (basement impact assessment) and condition 25 (piling method statement) of planning permission 2018/0645/P allowed on appeal (ref APP/X5210/W/19/3240401) dated 19/03/2020 for redevelopment of existing two-storey porter's lodge and surface level car park to construct a part four, part five storey extension to provide 9 self contained residential flats CHANGES INCLUDE amendments to the basement strategy, relocation of the lift core and lift shaft, and changes to the internal floor areas of the new residential flats as shown on drawing numbers: Superseded plans:

P\_20 rev C; P\_21 rev D; P\_22 rev C; P\_23 rev C; P\_24 rev C; P\_25 rev A; P\_31; P\_32; P\_33; P\_34; P\_35; P\_36; P\_37; P\_38; P\_39.

Proposed plans:

PN101; PN102; PN103; PN104; PN105; PN106; SPN201; SPN202; SPN203; SPN204; SPN205; SPN206; SPN207; SPN301; SPN302.

#### 3.1.2 "Planning Permission"

the planning permission for the Development under reference number 2023/4784/P granted

by the Council in the form of the draft annexed hereto

3.1.3 “Planning Application” the application for Planning Permission in respect of the Property submitted on 08 November 2023 by the Owner and given reference number 2023/4784/P

3.2 All references in Clause 5 and Clause 6 of the Existing Agreement to “Planning Permission reference 2018/0645/P” shall be replaced with “Planning Permission reference 2023/4784/P”.

3.3 In all other respects the Existing Agreement (as varied by this Deed) shall continue in full force and effect.

#### 4. **COMMENCEMENT**

4.1 Without prejudice to the effect of Clause 5 in the Existing Agreement the provisions in this Deed shall take effect on the Implementation of the Planning Permission reference 2023/4784/P

#### 5 **PAYMENT OF THE COUNCIL’S LEGAL COSTS**

5.1 The Owner agrees to pay the Council (on or prior to completion of this Deed) its reasonable legal costs incurred in preparing this Deed.

#### 6. **REGISTRATION AS LOCAL LAND CHARGE**

6.1 This Deed shall be registered as a Local Land Charge

**IN WITNESS** whereof the Council has caused its Common Seal to be hereunto affixed and the Owner have executed this instrument as their Deed the day and year first before written.

CONTINUATION OF DEED OF VARIATION IN RELATION TO  
BARRIE HOUSE, 29 ST EDMUNDS TERRACE, LONDON NW8 7QH

THE COMMON SEAL OF )  
EXECUTED AS A DEED BY )  
KALEMINSTER LIMITED )  
was hereunto affixed )  
in the presence of:- )

.....  
Director

.....  
Director/Secretary

THE COMMON SEAL OF )  
EXECUTED AS A DEED BY )  
PEBBLEAIM LIMITED )  
was hereunto affixed )  
in the presence of:- )

**DRAFT**

.....  
Director

.....  
Director/Secretary



CONTINUATION OF DEED OF VARIATION IN RELATION TO  
BARRIE HOUSE, 29 ST EDMUNDS TERRACE, LONDON NW8 7QH

THE COMMON SEAL OF )  
EXECUTED AS A DEED BY )  
BROXWOOD VIEW LTD )  
was hereunto affixed )  
in the presence of:- )

.....  
Director

.....  
Director/Secretary

THE COMMON SEAL OF THE MAYOR )  
AND BURGESSSES OF THE LONDON )  
BOROUGH OF CAMDEN )  
was hereunto affixed by Order )

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Duly Authorised Officer