



Title register for:

21 Abbey Hill Road, Sidcup, DA15 9AX (Freehold)

Title number: P134867

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Register summary

Title number	P134867
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Registered owners

21 Abbeyhill Road, Sidcup, Kent DA15 9AX

21 Abbeyhill Road, Sidcup, Kent DA15 9AX

Last sold for	No price recorded
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A: Property Register

This register describes the land and estates comprised in this title.

Entry number	Entry date
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1	BEXLEY
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The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 21 Abbey Hill Road, Sidcup (DA15 9AX).

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Class of Title: Title absolute

Entry number	Entry date
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1	1997-07-09	PROPRIETOR: of 21 Abbeyhill Road, Sidcup, Kent DA15 9AX.
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2	2005-12-02	RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.
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C: Charges Register

This register contains any charges and other matters that affect the land.

Class of Title: Title absolute

Entry number	Entry date
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1		A Conveyance of the land in this title and other land dated 25 July 1929 made between (1) Sir Ian Zachary Malcolm (Vendor) and (2) Walter Neill (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
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2

By a Deed of Release and Covenant dated 1 March 1933 made between (1) Sir Ian Zachary Malcolm (Releasor) and (2) Walter Neill (Releasee) the restrictive covenants contained in the Conveyance dated 25 July 1929 referred to above were expressed to be released and further covenants were imposed and the land in this title is subject to such further covenants so far as they run therewith.

Details of the Release and Further Covenants are contained in the Schedule of Restrictive Covenants hereto.

3

A Transfer of the land in this title dated 21 August 1933 made between (1) Philip Edward Shephard (Vendor) and (2) Reginald Sidney Barker (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

4

The following are details of the covenants contained in the Conveyance dated 25 July 1929 referred to in the Charges Register:-

"The Purchaser hereby covenants with the Vendor (to the intent and so as to bind so far as practicable the land and premises hereby assured into whosoever hands the same may come and to benefit and protect the residue of the Lamorbey Estate) hereby covenants with the Vendor to observe and perform the said stipulations specified in the First Schedule hereto PROVIDED that the Purchaser shall not be liable in damages for breach of this covenant committed after he shall have ceased to have any interest in the premises in respect of which such breach shall occur.

THE FIRST SCHEDULE above referred to

1. NOTHING shall be done or allowed to be done

upon the land or any part thereof which shall or may be or become in any way a disturbance grievance annoyance or nuisance to the Vendor or his lessees or tenants or the neighbourhood.

2. NO hut shed tent caravan house on wheels or other chattel adapted to or intended for use as a dwelling or sleeping place or any temporary building of any kind shall be erected made placed or built or allowed to stand upon the land provided that this stipulation shall not prohibit the erection of sheds and workshops to be used for works incidental to the erection of houses or the use of the land for agricultural horticultural or grazing purposes.

3. NO building shall be erected upon any part of the land except a private dwellinghouse or private dwellinghouses with or without summer houses private garages greenhouses and outbuildings appurtenant thereto nor shall any building be used for any purpose other than as a private dwellinghouse but nothing herein contained shall be deemed to prevent any house being used as a residence of a Doctor Solicitor Surgeon or other professional man and a brass plate or notice of his profession exhibited neatly on the front of the said house.

4. NO hoarding shall be erected on any part of the land for advertisements not relating to the selling or letting thereof.

5. NO dwellinghouse shall be built or erected upon the said land at a cost of less than One Thousand pounds and for the purpose of this stipulation the cost of every dwellinghouse shall be taken to be the net prime cost in labour of construction and materials alone calculated at the lowest current prices and exclusive of the costs of any summerhouse greenhouse or private garage."

The following are details of the terms of the release and covenant contained in the Deed dated 1 March 1933 referred to in the Charges Register:-

"The Releasor so far as he lawfully can or may do hereby releases the said covenants contained in the hereinbefore mentioned Deeds dated the Twenty Fifth day of July One Thousand Nine hundred and twenty nine and the Releasee and his successors in title and the land comprised in the hereinbefore two mentioned Conveyances therefrom and from all claims in respect thereof. In consideration of the foregoing Release the Releasee hereby covenants with the Releasor (to the intent and so as to bind the land comprised in the said two Conveyances into whosoever hands the same may come and to benefit and protect the residue of the Lamorbey Estate the property of the Releasor) that no dwellinghouse shall be built or erected at any time after the date hereof upon the said land comprised in the said two Conveyances at a cost of less than Five Hundred Pounds and for the purpose of this covenant the cost of every dwellinghouse shall be taken to be the nett prime cost in labour of construction and materials alone calculated at the lowest current prices and exclusive of the cost of any summerhouse greenhouse or private garage PROVIDED always that nothing hereinbefore contained shall (1) extend to or affect to be construed as extending to or affecting the powers and remedies (if any) of any person or Corporation (other than the Releasor and his successors in title after the date hereof) having or claiming to have the right to enforce or being or claiming to be entitled to the benefit of the said restrictions and stipulations contained in the two before mentioned Conveyances (2) render the Releasor personally liable in any way to the Releasee and his successors in title or to any such person or Corporation as aforesaid in respect of or by reason of the before mentioned Deed of Release

and the release hereinbefore contained."

NOTE 1: The two Conveyances mentioned above are Conveyances dated 30 December 1927 (which does not affect the land in this title) and 25 July 1929 (referred to in the Charges Register) respectively

NOTE 2: The Deed of Release referred to above does not affect the land in this title.

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The following are details of the covenants contained in the Transfer dated 16 August 1933 referred to in the Charges Register:-

"The Purchaser hereby covenants with the Vendor so as to bind the property hereby transferred that the Purchaser and the persons deriving title under him will observe and perform the stipulations and conditions contained in the Schedule hereto.

THE SCHEDULE above referred to

1. Not more than one dwellinghouse with garage and other approved outbuildings to be erected on the land hereby transferred.
2. The Purchaser shall forthwith make and maintain proper boundary walls or fences on the property on the sides marked "T" on the said plan.
3. No building to be erected on the land hereby transferred shall at any time hereafter be used for any other purpose than a private dwellinghouse or coachhouse and stables garage and outbuildings belonging thereto and no trade or business shall at any time be set up or carried on in or upon the land hereby transferred or any part thereof.
4. The Purchaser shall not be entitled to any easement or right of light air or otherwise which

would restrict or interfere with the free use of any adjoining or neighbouring property for building or other purposes and nothing in these stipulations shall be deemed to create a building scheme affecting any such adjoining or neighbouring property or impose on the owner or owners of any part of the Montrose Park Estate any restrictions or obligations in regard thereto.

NOTE: The T marks referred to in Clause 2 above are similarly shown on the filed plan.