



Title register for:

5 Welling Way, Welling, DA16 2RH (Leasehold)

K23709

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Register summary

| | |
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| Title number | K23709 |
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Registered owners

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| 5 Welling Way, Welling, Kent DA16 2RH |
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| 5 Welling Way, Welling, Kent DA16 2RH |
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|---------------|-----------------------------|
| Last sold for | £170,000 on 26 October 2012 |
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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 | 1938-09-10 | BEXLEY |
|---|------------|--------|

The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being 5 Welling Way, Welling, (DA16 2RJ).

NOTE: As to the part tinted blue on the filed plan only the lower maisonette is included in the title.

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| 2 | 1938-09-10 | Short particulars of the lease(s) (or under-lease(s)) under which the land is held: Date : 31 August 1938 Term : 999 years from 29 September 1937 Rent : £4.10.0 Parties : (1) New Ideal Homesteads Limited (2) Frederick James Poole |
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| | | |
|---|------------|--|
| 3 | 1994-11-17 | By a Deed dated 15 November 1994 made between (1) Alison Elizabeth Tapp and (2) Patricia Walsh and Heather Mary Walsh the terms of the registered lease were varied. ¬NOTE: Original filed. |
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| 4 | 1994-12-09 | The rights of way granted by the lease are included in the registration only in so far as the lessor has power to grant the same. |
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|---|------------|-------------------------------------|
| 5 | 1994-11-17 | The landlord's title is registered. |
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| 6 | | Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land. |
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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 | 2012-11-14 | PROPRIETOR and of 5 Welling Way, Welling, Kent DA16 2RH. |
| 2 | 2012-11-14 | The price stated to have been paid on 26 October 2012 was £170,000. |
| 3 | 2012-11-14 | The covenant implied under section 4(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 in the disposition to the proprietor is modified. |

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 | 1994-12-09 | A Conveyance of the freehold estate in the land in this title and other land dated 13 July 1938 made between (1) W & H M Estates Limited (Vendors) and (2) New Ideal Homesteads Limited (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto. |
| 2 | | The following are details of the covenants contained in the Conveyance dated 13 July 1938 referred to in the Charges Register:- "THE Purchasers for themselves and their successors in title to the intent that this covenant |

shall be binding on the owner or owners for the time being of the premises hereby conveyed but upon the Purchasers only so long as they are the owners thereof hereby covenant with the Vendors that they the Purchasers will at all times hereafter observe and perform the conditions and stipulations in relation to the said premises set forth in the First Schedule hereto.

THE FIRST SCHEDULE above referred to

1. THE Purchaser shall forthwith make and hereafter maintain in good repair on the front of the plot or plots purchased by them next to the road or roads on which the same abuts or abut a good and substantial fence or wall not less than four feet nor more than five feet in height and on the side or sides of their plot or plots marked "T" on the said plan within the boundary thereof a substantial boundary fence or fences or alternatively a strained wire or paling fence such fence or fences to be not less than four feet nor more than six feet in height All fences and walls to be erected under this stipulation to be of such materials and design as the Vendors or their Surveyor for the time being may approve such approval not to be unreasonably or capriciously withheld If a Purchaser shall at one time own two or more contiguous plots he shall not at such time be bound to erect fences between such plots.

2. NO building or erection of any kind other than fences is to be built or erected nearer to the road than the line marked "Building Line".

3. NO building or erection of any kind shall at any time be erected on the land hereby conveyed except private dwellinghouses or flats and outbuildings suitable for use in conjunction therewith or private garages.

4. NO building or erection of any kind shall at any time be erected upon the land hereby conveyed unless and until plans and elevations thereof including a block plan showing the proposed position of the proposed buildings boundary walls and fences (if any) shall have been previously submitted to and approved of in writing by the Vendors or their Surveyor for the time being which approval shall not be unreasonably withheld Red grey or multi facings only shall be used on front or return walls of corner plot stock facings to include rustic flettons may be used on other elevations Rough cast may be used on all elevations All roofs to be tiled unless special slates have been submitted to and passed by the Vendors or their Surveyor for the time being No building or erection of any kind shall be erected save in accordance with the plans and elevations approved in respect of the same.

5. NO hut shed caravan house-on-wheels or chattel nor any booth shows signs swings or roundabouts shall be erected placed or used or be allowed to remain upon any part or parts of the said land and no temporary erection or shed of any kind whatever shall be erected or placed thereon except temporary sheds or workshops to be used only for works incidental to and during the erection of some messuage to be erected thereon.

6. NO building or erections erected or to be erected on any part or parts of the said land shall be used otherwise than as private dwellinghouses or flats or as private motor garages without the written consent of the Vendors first being obtained but this stipulation is not to prevent the use of same by a medical man surgeon dentist or other professional persons for the ordinary purposes of his practice No operative machinery shall at any time be fixed or placed upon any part

or parts of the said land (other than in connection with building operations) and no trade business or Club shall be carried on or opened thereon nor shall any placard or advertisement be set up thereon (other than such as may relate to the letting or selling of such plot or plots or the buildings erected thereon or proposed to be erected thereon) nor anything be done or kept thereon that may be or become a nuisance to the Vendors the neighbours or adjoining owners or occupiers or which may tend to lessen or depreciate the value of the remainder of the Vendors Upper Westwood Farm Estate or any portion thereof nor shall any building erected or to be erected on the land hereby conveyed be used for the sale or disposal of wines spirits or beer or other intoxicating liquors.

7. NO sand earth clay loam or gravel shall be dug out of any plot or plots except so far as may be necessary for building or gardening purposes and no refuse shall be deposited thereon.

8. NO part of the roadway or roadways on which the land hereby conveyed abuts is to be deemed to be included in this sale The Purchaser shall not obstruct the same in any way nor remove or disturb the soil or surface thereof except so far as may be necessary for the purpose of laying gas water drain pipes or electric cables from the said plot or plots to the mains in any of which cases the said road shall as soon as practicable be made good by and at the expense of the Purchaser so removing or disturbing the soil or surface thereof to the satisfaction of the Vendors or their Surveyor for the time being.

9. THE Purchasers shall not be entitled to any easement or right of light or air or otherwise which would in any manner diminish restrict or interfere with the free and unrestricted user of any

adjoining or neighbouring plot now belonging to the Vendors either for building or other purposes and the assurance to the Purchasers shall not be deemed or construed to imply the grant of any such right.

10. THE Vendors reserve the right at any time before or after any sale or disposition of any part of the Estate to alter or modify the proposed plan of development and layout of the said Estate and may alter or modify or waive any of the said stipulations as to any plot or plots for the time being remaining unsold or in which the Vendors have for the time being any interest or as to which it may be requested by the owner thereof for the time being to alter modify or waive any of such stipulations.

11. THE Vendors shall not be liable to any Purchaser in respect of breaches of the above stipulations committed by any other Purchaser."

NOTE 1: The "T" mark referred to in paragraph 1 above do not affect the land in this title

NOTE 2: The Building Line referred to in paragraph 2 above is not marked on the Conveyance plan.