

← Back to Home

Ryde, NSW, 2112 Complete

Save this analysis to your account

Create a free account to access this report anytime, from any device.

Save to Account

Dismiss

OVERALL RISK SCORE

9 / 10

Extreme Risk

Serious problems found. Strongly recommend legal advice before proceeding.

Purchase Price

N/A

Settlement Date

9 April 2024

Key Risks Identified



High

Sewer Infrastructure

The sewer service diagram shows sewer infrastructure (sewer main and property connection point) on or near the property. This indicates there is likely a sewer easement affecting the land. Easements can restrict where you can build, renovate, or landscape on your property.



High

Flood Risk

The Section 10.7 Planning Certificate confirms this property is within a flood planning area AND between the flood planning area and probable maximum flood. This means the property has been identified as being at risk of flooding. This could affect your ability to get insurance, increase insurance premiums significantly, limit future development or renovation options, and potentially affect property value.



Medium

Potential Unapproved Structures

The contract lists a 'Garden Shed' as an improvement, but there is no evidence in the attached documents that this structure has council approval or a complying development certificate. If unapproved, you could inherit council compliance issues after settlement.

Summary

This property at [REDACTED] Ryde presents a MODERATE TO HIGH RISK for purchasers. The most significant concern is the confirmed flood risk - the property is within a flood planning area, which could affect insurance, future development, and property value. Additionally, the special conditions heavily favour the vendor by removing standard purchaser protections and imposing one-sided penalties. The 'as is' sale condition means thorough pre-purchase inspections are essential. I strongly recommend negotiating amendments to the special conditions and investigating the flood risk thoroughly before proceeding.

Property Details


Address	Lot Number	DP Number	
[REDACTED] Ryde, NSW, 2112	[REDACTED]	[REDACTED]	
State	Deposit Amount	Cooling Off Period	Exclusions
NSW	N/A	5 days	None specified

Complete Risk Analysis

● Flood Risk

High Flood Risk


The Section 10.7 Planning Certificate confirms this property is within a flood planning area AND between the flood planning area and probable maximum flood. This means the property has been identified as being at risk of flooding. This could affect your ability to get insurance, increase insurance premiums significantly, limit future development or renovation options, and potentially affect property value.

 **URGENT:** Contact your insurer to confirm they will insure the property and obtain a quote for flood insurance premiums. Request a flood study from Council to understand the actual flood risk level. Consider whether this risk is acceptable to you. Ask your conveyancer to investigate whether any flood mitigation works have been completed or are planned.

● Potential Unapproved Structures

Medium Potential Unapproved Structures

The contract lists a 'Garden Shed' as an improvement, but there is no evidence in the attached documents that this structure has council approval or a complying development certificate. If unapproved, you could inherit council compliance issues after settlement.

 Ask the vendor to provide evidence of approval for the garden shed. If none exists, request a building certificate from council or ask your conveyancer to make settlement conditional on obtaining one. Alternatively, request a price reduction to cover potential removal costs.

● Sewer Infrastructure

High Sewer Infrastructure

The sewer service diagram shows sewer infrastructure (sewer main and property connection point) on or near the property. This indicates there is likely a sewer easement affecting the land. Easements can restrict where you can build, renovate, or landscape on your property.

💡 Ask your conveyancer to confirm the exact location and nature of any sewer easements. Request a dial-before-you-dig search. Understand what restrictions apply - you generally cannot build over or near sewer infrastructure without Sydney Water approval. This could affect any future extension or pool plans.

● Pool Compliance

Medium Pool Compliance

Pool equipment is listed in the inclusions, indicating there is a swimming pool on the property. However, no certificate of compliance (document 28) or occupation certificate for the pool (document 30) is attached to the contract. Under NSW law, pools must have a compliance certificate.

💡 Request the vendor provide a current swimming pool certificate of compliance before exchange. If the pool is non-compliant, you could face significant costs to bring it up to standard after purchase.

● Mortgage on Title

Low Mortgage on Title

The title search shows a mortgage to Westpac Banking Corporation. This is common and simply means the vendor's mortgage must be discharged at settlement before you receive clear title.

💡 This is standard and your conveyancer will ensure the mortgage is discharged at settlement. No action required unless you have concerns about the vendor's ability to discharge the mortgage.

● Modified Standard Conditions

Medium Modified Standard Conditions

Special Condition 39 significantly reduces your protections: (1) Clause 7.1.1 is deleted - removing the 5% threshold that previously limited when a vendor could rescind; (2) Clause 8 is replaced to let the vendor rescind if they are 'unable or unwilling' to comply with any objection, requisition OR claim; (3) Clause 10.2 is amended to prevent you from delaying completion for inclusion defects; (4) New Clause 18.8 prevents you from making any claim after taking possession.

💡 These changes heavily favour the vendor. Ask your conveyancer to negotiate removal or modification of these clauses. At minimum, request that 'unwilling' be removed from Clause 8 - a vendor shouldn't be able to rescind simply because they don't want to fix a problem. Request the standard 5% threshold be reinstated.

● Notice to Complete Fee

Medium Notice to Complete Fee

Special Condition 33.2 requires you to pay \$300 plus GST if the vendor issues a notice to complete. This penalises you even if the delay was reasonable or caused by factors outside your control (like bank delays).

💡 Request this fee be removed entirely, or at minimum, only apply if you are actually in default under the contract.

● One-Sided Interest Clause

Medium One-Sided Interest Clause

Special Condition 34 imposes 10% per annum interest on you if completion is late due to your default, but only gives the vendor 3 business days grace if they cause the delay. This is heavily weighted in the vendor's favour.

💡 Request this clause be made reciprocal - if the vendor causes delay, they should pay you interest at the same rate. Alternatively, request the interest rate be reduced to the RBA cash rate plus 2%.

● **Special Conditions - As Is Sale**

Medium Special Conditions - As Is Sale

Special Condition 38 states the property is sold 'in its present condition' and the purchaser cannot make any objection, requisition or claim about the condition on completion. This means you are accepting the property with all its faults and cannot later complain about defects you discover.

💡 This makes pre-purchase inspections absolutely critical. Arrange thorough building and pest inspections before exchange. Consider requesting this clause be removed or modified to allow claims for latent defects not discoverable on reasonable inspection. Document any issues found during inspections.

⚠️ **Additional Issues Found**

Heritage Proximity

The property is within the vicinity of a heritage item listed in Schedule 5 of Ryde Local Environmental Plan 2014. This may affect development applications as Council must consider impact on the heritage item's significance and setting.

Impact: Any future development or significant renovations may face additional scrutiny and restrictions to protect the heritage item's curtilage and visual setting.

💡 If you plan to renovate or extend, check with Council about any additional requirements due to proximity to heritage item.

EV Charger Inclusion

An EV charger is listed as an inclusion. These can be expensive items and may have specific electrical requirements or warranties.

Impact: You should ensure the EV charger is in working order and understand any warranty or maintenance requirements.

💡 Test the EV charger during your pre-settlement inspection. Ask for any warranty documentation or user manuals.

Solar Panels

Solar panels are included in the sale. These may have warranties, feed-in tariff arrangements, or be subject to finance.

Impact: You should understand the solar panel system's condition, warranty status, and whether there are any outstanding loans or 'green loans' attached to them.

💡 Request documentation showing the solar panels are fully owned (not leased or under finance), any warranty information, and details of current feed-in tariff arrangements with the electricity retailer.

Gas Fireplace

A gas fireplace is listed as an inclusion. Gas appliances require proper installation certification and ongoing maintenance.

Impact: You should ensure the gas fireplace is properly installed, certified, and in safe working condition.

💡 Ask for any installation certificates or gas compliance certificates. Consider having it inspected during your building inspection.

✅ Positive Findings

✅ Inclusions

Included: Air conditioning, Clothes line, Fixed floor coverings, Range hood, Blinds, Curtains, Insect screens, Solar panels, Built-in wardrobes, Dishwasher, Light fittings, Stove, Ceiling fans, EV charger, Pool equipment, TV antenna, Shutters, Roller Blinds, Home Theatre System, Raised Veggie Pod Garden Bed, Gas Fireplace

📅 Key Dates

Settlement/Completion Date - when balance of purchase price is paid and ownership transfers

2024-04-09

⚠️ Important Warnings

- ⚠️ **FLOOD RISK:** This property is in a flood planning area. This is a serious issue that could affect insurance availability and cost, future development potential, and property value. Investigate this thoroughly before proceeding.
- ⚠️ **SEWER EASEMENT:** There is sewer infrastructure on this property which may restrict where you can build or renovate. Confirm the exact location and implications before exchange.
- ⚠️ **'AS IS' SALE:** You are accepting the property in its current condition with limited ability to make claims. Thorough pre-purchase inspections are essential.
- ⚠️ **MODIFIED CONTRACT:** The special conditions significantly reduce your legal protections compared to the standard contract. Consider negotiating these changes.
- ⚠️ **POOL COMPLIANCE:** If there's a pool, ensure you get a certificate of compliance before exchange or you may inherit costly compliance issues.

💬 Questions for Your Conveyancer

Print this section and discuss with your conveyancer before signing.

- 1 The Section 10.7 certificate shows the property is in a flood planning area. Can you obtain more detailed flood information from Council, including the flood level and whether the house has been affected by past floods?

2 Can you confirm the exact location of the sewer easement shown on the sewer diagram and what restrictions it places on the property?

3 Special Condition 39 significantly reduces my protections as a purchaser. Can we negotiate to have the standard contract conditions reinstated, particularly the 5% threshold in Clause 7.1.1?

4 Can we negotiate to remove or modify the 'as is' clause in Special Condition 38 to protect me against latent defects I couldn't discover on inspection?

5 The interest clause (Special Condition 34) is one-sided. Can we make it reciprocal so the vendor also pays interest if they cause delays?

6 Can we request evidence of council approval for the garden shed before exchange?

7 There's pool equipment listed but no pool compliance certificate attached. Can we make the contract conditional on the vendor providing a current certificate of compliance?

8 Can you confirm the solar panels are fully owned by the vendor and not subject to any finance or lease arrangements?

9 What is the process for ensuring the Westpac mortgage is discharged at settlement?

10 Are there any special conditions you recommend we add to protect my interests, such as a building/pest inspection clause or finance clause?

 **Pro Tip:** This analysis is designed to help you have an informed conversation with your conveyancer. They can provide specific legal advice based on your situation.

General Suggestions

- ✓ Arrange comprehensive building and pest inspections before exchange - this is critical given the 'as is' sale condition.
- ✓ Contact your insurance broker to confirm you can obtain building insurance that covers flood damage and get a quote for premiums.
- ✓ Request a copy of the flood study from City of Ryde Council to understand the actual flood risk and historical flooding.
- ✓ If you plan to build, extend, or add a pool in future, check with Council about any restrictions due to the flood zone and sewer easement.
- ✓ Consider making your offer subject to satisfactory building and pest inspection reports if you haven't already exchanged.
- ✓ Test all inclusions (air conditioning, dishwasher, EV charger, solar panels, gas fireplace) during your pre-settlement inspection.

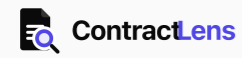
✓ Keep records of all inspections and reports in case you need to rely on them later.

Download Report

Save or print this analysis for your records.

Download as PDF

Print Report



[Contact](#) [Privacy](#) [Terms](#)

Contract Review by State

[New South Wales](#)
[South Australia](#)

[Victoria](#)
[Tasmania](#)

[Queensland](#)
[Australian Capital Territory](#)

[Western Australia](#)
[Northern Territory](#)

© 2026 ContractLens. All rights reserved.