KINGDOM
REALTY
PROJECT MARKETING SPECIALISTS

FREE GUIDE



THE DEVELOPER'S GUIDE TO TAKING A PROJECT TO MARKET

Your project, *home by home.*

EDITION	CHECKED	PREPARED BY	FOR
2026	October 2026	Kingdom Realty	Developers

Pricing, the release, the sell down and settlement. What to have in place before a single home is advertised.

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Your project, *home by home.*

Most of what decides whether a development sells well is settled before it is advertised: who the homes are for, what each one is priced at, and how they are released. This is the method we work to, written so you can use it with any agency.

THE SHORT VERSION

01 Decide who the homes are for while the plans can still change. It costs almost nothing on paper.

02 Price every home on its own, in writing, with the sales the price rests on.

03 Plan the release around what your funder needs, and decide the price steps in advance.

04 Decide early how buyers will see the price: a published price list or sale by negotiation. Buyers who cannot work out how to buy move on.

05 Call every enquiry back within one working day, and keep every buyer informed until the last key is handed over.

IN THIS GUIDE

01 Start while the plans can still change
02 Price every home, in writing
03 Plan the release
04 Appointing an agency: what the law requires
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WHO WROTE THIS

Kingdom Realty is a project marketing company in Auckland. We take new build developments to market for developers and sell them home by home, from the first plans to the last key.

We wrote this guide so it can be used with any agency. There is no pitch in the pages that follow. If it is useful and you would like to talk about a project, our details are at the back.

01 — TAKING A PROJECT TO MARKET

Start while the plans can still change

The cheapest time to fix a sales problem is before the consent drawings are final. Bring the selling question into the design.

- **Who is the buyer?** A first home buyer, a family moving up, a downsizer and an investor each want a different home. Pick the main one and design for them.
- **What do they pay for here?** In some streets a second living space earns its cost. In others it is a garage, a third bedroom or a lift. The evidence is in what has sold nearby.
- **Where is the price ceiling?** Most suburbs have a price above which fewer buyers can pay. Know where your largest homes sit against it.
- **Is the mix right?** Too many of one type and they compete with each other. In our experience, a spread of sizes and prices often sells faster than several of the same home.

> WORTH KNOWING
>
> Ask for this advice in writing before the plans are locked. A change on paper is a line. A change on site is a variation.

02 — TAKING A PROJECT TO MARKET

Price every home, in writing

Two homes with the same floor plan are worth different amounts because of where they sit: the end of the row, the outlook, the sun, the distance from the road, the size of the outdoor space.

Each home should have its own price, and each price should come with its reasons.

- [ ] A price for every home, not a range for the project.
- [ ] The comparable sales each price rests on: new homes, nearby, recent and settled.
- [ ] The differences between your home and each comparable, set out plainly.
- [ ] The steps between homes explained: what the end home, the better outlook or the extra bedroom is worth.
- [ ] What a valuer is likely to say, because most of your buyers' lenders will ask for a valuation of the finished home.

Any figure an agency gives you is a written appraisal. It is not a registered valuation, and it should not be treated as one. The rules for an appraisal are in the section on appointing an agency.

In our view, flat pricing can sell the best homes too cheaply and leave the weakest at a price buyers cannot meet.

> **WORTH KNOWING**
>
> If the numbers are not what your feasibility needs, you want to hear that before anything is printed. Be wary of any price that arrives without its evidence.

03 — TAKING A PROJECT TO MARKET

Plan the release

How the homes come to market matters as much as what they are priced at.

Start with your funder

If your construction funding depends on sales, the funder's requirements set the first target: how many, by when, and what counts as a qualifying sale. Get that in writing and plan the release to meet it.

What a funder usually counts as a presale

A presale is an agreement signed before the homes are built. Funders set their own tests, and we have not found an official New Zealand source that sets them out, so this guide does not say what any funder requires. Put these questions to your funder, and get the answers in writing:

- Must the agreement be unconditional before it counts?
- Must the buyer be at arm's length from the developer, and do related people or companies count against the limit?
- How much deposit must be paid and held before a sale counts, and in whose account?
- Is there a limit on how many homes one buyer can buy?
- Do the sunset dates in each agreement need to match the building programme?
- Has the funder's solicitor seen the agreement?

> **WORTH KNOWING**
>
> Ten signed agreements and ten qualifying presales are not always the same number.

All at once, or in stages

Releasing every home at once gives buyers the most choice and the market the clearest view. Releasing in stages lets you test the prices and adjust. Either can be right. Decide in advance, including what the price steps will be between stages, so that a change looks planned and not like a reaction.

Decide how the price is shown

A published price list gives buyers a number from the first day. Sale by negotiation lets you see what buyers will pay before you settle on a price. Either can work. Give every buyer the same plan, position and information from the first day, which protects you.

Appointing an agency: what the law requires

An agency that markets your homes works for you, and the agreement you sign governs how it does so. Read it as carefully as you read your build contract. The rules below come from the Real Estate Agents Act 2008 and the Real Estate Authority's guidance. They apply whichever agency you choose, and they are the minimum, not the whole agreement.

Before you sign

- **A written appraisal.** The agency must give you its appraisal in writing before you sign. It must realistically reflect current market conditions and be supported by comparable information on sales of similar homes in similar locations. Where there is no directly comparable or semi-comparable evidence, the agency must say so in writing.
- **The guide.** Unless an exclusion applies to your development, the agency must give you the Real Estate Authority's agency agreement guide before you sign, and keep your signed acknowledgement that you received it. Ask the agency whether an exclusion applies to your development, and get the answer in writing.
- **Licensed people.** Only licensed people may sell for the agency. Check each name on the Real Estate Authority's public register, which also shows any complaints upheld against the person in the last three years.
- **A signed copy.** The agency is not entitled to be paid unless the agreement is written and signed by both of you, and you have a copy from the agency within 48 hours of signing.

Sole or general

A sole agency agreement gives one agency the exclusive right to market and sell. A general agency agreement lets more than one agency market the property, each under its own agreement, and you should pay only one of them. Decide which you want before you talk to the agencies, and write the choice into the agreement.

Unless an exclusion applies to your development, a sole agency agreement longer than 90 days can be cancelled by either side, in writing, after the first 90 days. Cancelling right after signing is also possible: you may cancel by 5pm on the first working day after you receive your copy, in writing. Ask whether a cancelled sole agreement turns into a general one, because in some cases it does.

How the agency is paid, and where the deposits go

The agreement must set out how the agency is paid, when, and how the amount is worked out. The agency must explain its formula and give you an estimate at its estimated price. Any rebate, discount or other benefit it receives on services you pay for must be disclosed to you.

Money an agency holds while it waits to pay it out must go into a bank trust account, and can only be drawn to pay the person entitled, or as that person directs in writing. The agency may not pay a buyer's deposit to anyone for 10 working days after it receives it, unless a court order, or an authority signed by all the parties, allows payment earlier. Ask who holds your buyers' deposits, which account they are in, and when they are released.

If a sole agency agreement is renewed, the agency must give you a new, current appraisal, because the market may have changed.

> **WORTH KNOWING**
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> The points above apply to any agency. Have your solicitor read the agreement before you sign it, and ask the agency to explain each term in plain words.

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05 — TAKING A PROJECT TO MARKET

What a buyer needs on day one

A buyer cannot say yes to something they cannot see. Before the launch, have all of this ready.

- [ ] The price list, home by home, or how buyers make an offer.
- [ ] The plan of every home, with floor areas.
- [ ] A site plan showing where each home sits.
- [ ] The specification: what is included, by brand and model where you can.
- [ ] Images that are accurate, with any artist's impression labelled as one.
- [ ] The agreement for sale and purchase, ready for a buyer's solicitor.

- [ ] The Real Estate Authority's guide for buyers, which every buyer is given before they sign, and the signed acknowledgement kept.
- [ ] The expected completion date, and how firm it is.
- [ ] Who the developer, the builder and the designer are.
- [ ] The kind of title, and any body corporate or residents' society and its expected costs.
- [ ] For a unit title, the pre-contract disclosure statement, given to the buyer before they sign: the draft budget, the draft rules and the service contracts.
- [ ] The warranty that comes with the home.

Everything shown to a buyer has to be accurate. Every claim about a home needs a reasonable basis under the Fair Trading Act. Images, floor areas and inclusions that turn out to be wrong are a Fair Trading Act problem as well as a selling one.

Helping buyers with finance

It helps your buyers to know that the Reserve Bank's loan to value and debt to income limits do not apply to construction loans. These cover building a new home, and a newly built home bought from the original developer and completed less than six months before the loan application. Each bank still sets its own terms, and the Reserve Bank adjusts its settings from time to time, so buyers should take the current position from their bank or adviser. Do not present it as a feature of any home. This is general information, not financial advice.

Make a mortgage adviser available to buyers who ask for one. The guide does not recommend any adviser, and each buyer chooses their own.

Marketing and the Fair Trading Act: what to check

Everything a buyer is shown is a representation. Make every one of them true before it is printed, posted or said. That covers the plan, the picture, the floor area, the price range and the sentence in an email.

Claims need evidence

Under sections 12A and 40 of the Fair Trading Act 1986, it is an offence to make an unsubstantiated representation about a property sale. A representation needs a reasonable basis, which means evidence you hold when you make the claim. Licensed people can be held to account under the Fair Trading Act, the Real Estate Agents Act and the Client Care Rules. The advertising code asks for the same thing: advertisers must hold evidence for their claims at the time they make them.

Price ranges

A price, or a range of prices, must be true and accurate in every printed, digital and spoken form. A negotiating range is allowed, but its lower end must be an amount the developer would seriously consider accepting. Check every figure against the evidence before it goes out, and keep the evidence on file.

Pictures, plans and floor areas

An artist's impression must be labelled as one. An aerial photograph with a boundary line on it must be checked for the position of that line, and it should say the line is only indicative of the boundary. Say how each floor area is measured, so that buyers can compare like with like, and check every area against the plans before it is shown.

Messages to buyers

Marketing emails and texts may only be sent to people who have consented to receive them. Every message must identify the sender accurately and carry a working unsubscribe option, as the Unsolicited Electronic Messages Act 2007 requires. The Department of Internal Affairs enforces that Act.

Enquiry forms collect personal information. The Privacy Act 2020 sets out 13 information privacy principles. Three matter most for an enquiry form: say why each detail is collected (Principle 1), tell the person what is being collected and why (Principle 3), and keep the information no longer than you need it (Principle 9). Principle 3A, on information collected from someone other than the person, came into effect in May 2026.

> **WORTH KNOWING**
>
> A claim you cannot support is not a line to soften. If a picture, a figure or a sentence cannot be backed by evidence, it does not go out.

07 — TAKING A PROJECT TO MARKET

Enquiries and the weekly numbers

A new build enquiry goes cold quickly. The buyer has usually asked about more than one development, and the first one to give a straight answer is the one they visit.

- Every enquiry answered by a real person, with a call within one working day.
- Every enquiry recorded: who, which home, what budget, what stopped them.
- Every buyer who goes quiet followed up, and the reason they left written down.

You should see the result every week, in writing:

THE NUMBERS	Enquiries, viewings, offers and sales, home by home.
THE BUYERS	Who is looking, who is close, and what is holding each one back.
THE NEXT MOVE	What will be done this week, and what is needed from you.

The reasons buyers did not buy are the most useful thing in that page. They tell you whether the problem is the price, the product or the presentation.

The campaign, stage by stage

A launch is the one day the market looks at everything at once, so it should be the most prepared day of the project. Plan the campaign in four stages, and agree the marketing budget before the first stage starts.

01 **Before launch**

The plans, pricing, images, specification and agreement are final and accurate. Enquiries have a route, a named person to answer them, and a promise of a reply within one working day. The developer's marketing budget is agreed in writing before launch.

02 **Launch**

The homes are released on the agreed plan, with the price steps decided in advance. Every enquiry is recorded: who, which home, what budget, and what stopped them. The first weekly numbers come through.

03 **Sell down**

Buyer groups are followed separately. The weekly numbers decide the next move, and any change to price or release is recorded with its reason.

04 **The last homes**

Plan the final homes early: how they are shown, how they are priced once the others have gone, and whether one is finished as a show home.

The developer pays for the marketing: the advertising, the listing sites, print and signs. Kingdom never funds the marketing. The developer agrees the amount in writing before launch, whether or not anything sells. Any agency should set out in writing what it does and how it is paid.

Choose the channels that reach your buyers, and agree the mix in writing before launch, with when each channel runs. A list of listing sites, print and signs is not a plan on its own.

09 — TAKING A PROJECT TO MARKET

Keep buyers through the build

A sale is finished at settlement, and the months between signing and settlement are where sales are lost.

- **Progress updates.** Regular, honest and with photographs. A buyer who hears nothing assumes the worst.
- **Dates.** Tell buyers as soon as a date moves. Their finance depends on it.
- **Finance checks.** Ask each buyer how long their approval lasts and when it must be renewed, and keep the date on file. Buyers should ask their own lender or adviser.
- **Valuations.** Buyers' lenders may ask for a valuation of the finished home. Have your evidence ready for the valuer.
- **The sunset date.** Know it for every agreement, and know who can act on it.

Buyers' finance, including the Reserve Bank settings, is covered in the section on what a buyer needs on day one.

10 — TAKING A PROJECT TO MARKET

The path to title and settlement

Settlement depends on titles, and titles depend on certificates that come in a set order. Plan backwards from the settlement date you want, and tell each buyer when a date moves.

01 **Consents and their conditions**

Consent conditions must be met before the certificates below can be issued. Ask the council which conditions must be complete, and what each certificate needs before it can be applied for.

02 **The section 224(c) certificate**

In Auckland, the council issues a section 224(c) certificate once it confirms the survey plan has been approved under section 223 and the subdivision conditions have been met. The certificate is needed to request a record of title from LINZ. Apply once the survey plan is approved and the physical works are complete. The council gives no estimated timeframe, so allow a margin.

03 **Consent notices**

Some conditions stay on the title as consent notices under section 221 of the Resource Management Act. LINZ lists the instruments for them, including the variation and cancellation of a condition. Read what each one says before your buyers do, and tell them. The Planning Act 2026 and the Natural Environment Act 2026 are replacing the Resource Management Act; ask your solicitor which rules apply.

04 **New titles**

Once the certificates are in, the survey plan and the legal documents for the new titles are lodged with LINZ. Your solicitor usually manages this. Give your buyers' solicitors a realistic date.

05 **The code compliance certificate**

The council issues a code compliance certificate under section 95 of the Building Act 2004 when the building work complies with the building consent. Only the council that granted the consent can issue it. Set out in the agreement what the certificate covers, and what happens if it is late.

Unit titles

In a unit title development the owner must give each buyer a pre-contract disclosure statement before the buyer signs. For an off the plans unit it includes a summary of the draft budget, an estimate of the body corporate's operating cost, the draft operational rules, and any service contracts that will continue after settlement.

The pre-settlement disclosure statement must reach the buyer at least 5 working days before settlement. If either statement is late, incomplete or inaccurate, the buyer may be able to delay settlement or cancel the agreement. Plan to give both on time, and take legal advice before any delay.

- **The body corporate.** Every unit title has one. It meets at least once a year, maintains the common property, insures the building, keeps the financial statements and sets the operational rules.
- **The long-term maintenance plan.** Every body corporate must have one, covering at least 10 years. A large development, with 10 or more homes, needs a plan covering 30 years, reviewed every three years.
- **The long-term maintenance fund.** A body corporate must set up a fund for the plan, unless it decides by special resolution not to.

Freehold homes with shared areas work differently. The covenants and consent notices on each title may set out what is shared and who looks after it. Ask your solicitor to explain them to buyers in plain words.

> **WORTH KNOWING**
>
> Buyers' solicitors will ask for these documents. Have them ready before launch, not after the first enquiry.

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11 — TAKING A PROJECT TO MARKET

Settlement and the last homes

The end of a project needs its own plan.

01 **Certificates and titles**

Settlement depends on what the agreement says about the code compliance certificate and the new titles. Give buyers and their solicitors a realistic date, and update it.

02 **Inspections**

Run each buyer's inspection properly and agree the list in writing. A clear process for defects after handover saves arguments.

03 **The last homes**

In our experience the final two or three homes are the hardest. Decide early how they will be presented and priced once the rest are sold, and whether one should be finished as a show home.

04 **The handover**

Warranties, manuals and maintenance requirements, handed over in one pack. It is the last thing a buyer remembers about you.

Handover and defects, done properly

A defect fixed in a week is a reference. A defect argued about for a year is a review. Set the process out before the first buyer settles, and tell buyers about it when they sign.

- **The first 12 months.** The builder must put right any defect reported in writing within the defect repair period of 12 months from completion, within a reasonable time after the notice. If the builder disputes a defect, it must prove the defect is not its fault.
- **Up to 10 years.** The Building Act's implied warranties apply to all residential building work for up to 10 years, whether or not there is a written contract and whatever the cost. They cover work done properly to the consent, suitable materials, and reasonable care and skill. To enforce them, a dispute goes to court and the loss must be proved.
- **Services.** The Consumer Guarantees Act gives buyers rights when a business provides a service in New Zealand. The service must be carried out with reasonable care and skill and completed within a reasonable time. These rights apply whether or not a warranty is offered, and they cannot be signed away.
- **At completion.** The builder must give the buyer a copy of any current insurance policy for the work, the warranties for materials and services and how to claim on them, and the information on how to maintain the work. Where you are both the developer and the builder, these documents are yours to hand over.

In a unit title development, the body corporate repairs and maintains the common property, and owners share the cost through their levies. Tell buyers how the body corporate deals with a defect in a shared area before they sign.

Put the handover pack together in one place: the warranties, the manuals and the maintenance requirements. It is the last thing a buyer remembers about the project, so make it complete.

Check it yourself

These are the official places to look. Check the current version of each before you rely on it.

THE AGENCY'S LICENCE

The Real Estate Authority public register: is the agency and each salesperson licensed, and have any complaints been upheld in the last three years? rea.govt.nz

THE AGENCY AGREEMENT

The Real Estate Authority guide an agency must give you before you sign, unless an exclusion applies. settled.govt.nz

ADVERTISING

Sections 12A and 40 of the Fair Trading Act, and the truthful presentation rule of the advertising code. rea.govt.nz and asa.co.nz

THE SITE AND ITS CONSENTS

The council's property file, the land information memorandum and the consent records. aucklandcouncil.govt.nz

THE APPRAISAL

Rules 10.2 and 10.3: written, current, supported by comparable sales, with any gap explained in writing. rea.govt.nz

THE DEPOSIT

Section 123 of the Real Estate Agents Act: 10 working days before money is paid out. legislation.govt.nz

THE TITLES

The section 224(c) certificate, the LINZ instruments and the code compliance certificate. aucklandcouncil.govt.nz, linz.govt.nz and building.govt.nz

THE UNIT TITLE DOCUMENTS

The pre-contract and pre-settlement disclosure statements, the body corporate and the long-term maintenance plan. unittitles.govt.nz

MESSAGES AND PRIVACY

The consent and unsubscribe rules, and the privacy principles. dia.govt.nz and privacy.org.nz

Words used in this guide

Plain meanings of the terms this guide uses. Where a term has a legal meaning, your solicitor is the person to confirm it for your project.

AGENCY AGREEMENT

The written contract between you and the agency that markets and sells your homes. It must be signed by both of you before the agency can be paid under it.

SOLE AGENCY

An agreement under which one agency has the exclusive right to market and sell.

TRUST ACCOUNT

A bank account in which an agency holds money it receives in a transaction, as the Real Estate Agents Act 2008 requires.

UNCONDITIONAL

An agreement becomes unconditional once its conditions are met. From then on the buyer is bound to settle.

PRESALE

An agreement signed before the homes are built. Whether a funder counts it as a presale is for the funder to say.

SECTION 224(C) CERTIFICATE

The council's certificate under section 224(c) of the Resource Management Act, confirming that the subdivision conditions have been met. It is needed to request new titles from LINZ.

CONSENT NOTICE

A condition under section 221 of the Resource Management Act that is recorded against the title. LINZ lists the instruments for them.

CODE COMPLIANCE CERTIFICATE

The council's statement under section 95 of the Building Act 2004 that the building work complies with the building consent.

GENERAL AGENCY

An agreement under which more than one agency may market the property, each under its own agreement.

APPRAISAL

The agency's written estimate of price, supported by comparable sales. It is not a registered valuation.

PRE-CONTRACT DISCLOSURE STATEMENT

The unit title document an owner gives the buyer before the buyer signs.

PRE-SETTLEMENT DISCLOSURE STATEMENT

The unit title document an owner gives the buyer at least 5 working days before settlement.

BODY CORPORATE

The group of owners in a unit title development. It maintains the common property and sets the operational rules.

LONG-TERM MAINTENANCE PLAN

The body corporate's plan for shared maintenance, covering at least 10 years, or 30 years for a large development.

DEFECT REPAIR PERIOD

The 12 months from completion within which a builder must put right defects reported in writing.

IMPLIED WARRANTIES

Protections the Building Act gives automatically, for up to 10 years, on residential building work.

CONSUMER GUARANTEES ACT

The law that gives buyers automatic rights when a business provides them with goods or services.

14 — TAKING A PROJECT TO MARKET

How this guide was checked

This is the October 2026 edition. We checked the facts in this guide against the official pages listed at the back in October 2026. Where we could not confirm a point on an official page, we have put it as a question to ask. Rules change, so check the current position before you act. It is general information, not legal, financial or tax advice. Explanations of how a developer prices and markets a project are general, and the rules are cited where they apply. The guide is written to be used with any agency.

Every enquiry gets a reply from a real person within one working day.

15 — CHECKLIST

Tick these off *as you go.*

Ready to launch

- [ ] We know who the homes are for.
- [ ] Every home has its own price, with the evidence in writing.
- [ ] The release plan is agreed, and it meets the funder's requirements.
- [ ] The pricing, plans, specification, images and agreement are finished and accurate.
- [ ] Someone is named to answer every enquiry.
- [ ] The weekly report is agreed: what is in it and when it arrives.
- [ ] There is a plan for keeping buyers informed through the build.
- [ ] The agency is appointed in writing, with its written appraisal, how it is paid, and the guide acknowledged (unless an exclusion applies).
- [ ] Buyers' deposits are held in a trust account, and I know when they are released.

Questions to ask any agency

01	Who, by name, will work on my project, and who will I call?
02	Will you price every home individually, and show me the sales behind each price?
03	What will you tell me if the numbers do not meet my feasibility?
04	How would you release the homes, and why?
05	Will every price be shown to buyers?
06	How quickly is an enquiry answered, including in the evening and at the weekend?
07	What will I receive each week, and can I see a sample?
08	What do you do between the sale and settlement?
09	What happens with the last few homes?
10	How and when are you paid, and what do I pay for besides?
11	Will you give me your appraisal in writing with the comparable sales attached?
12	Who handles buyers' deposits, and where are they held?

SOURCES

Real Estate Authority: Professional Conduct and Client Care Rules 2012

Real Estate Authority: Marketing and advertising

Reserve Bank of New Zealand: Loan-to-value ratio restrictions

Building Performance (MBIE): Once building work finishes

Unit Titles Services: Pre-contract disclosure statement

settled.govt.nz: Confirming your finances

Real Estate Authority: Appraisals (Rules 10.2 and 10.3)

Real Estate Authority and settled.govt.nz: Agency agreement guide (October 2022)

Legislation NZ: Real Estate Agents Act 2008

settled.govt.nz: Understanding the methods of sale

Advertising Standards Authority: Advertising Standards Code (New)

Department of Internal Affairs: Spam NZ

Office of the Privacy Commissioner: Privacy principles

Auckland Council: Apply for section 224c certificate (subdivision)

LINZ: Subdivision registration requirements

Building Performance (MBIE): Code compliance certificates, for building officials

Building Performance (MBIE): Implied warranties and defects

Consumer Protection (MBIE): Consumer Guarantees Act

Unit Titles Services: Body corporate, how it works

Unit Titles Services: Unit title maintenance

settled.govt.nz: Understanding the sale and purchase agreement when buying

settled.govt.nz: Understanding the types of ownership

KINGDOM REALTY

New homes, sold *home by home.*

From the first plans to the last key.

If this guide raised a question, ask it. The first conversation costs nothing, and nothing is signed until you choose to.

TALK TO US →

$550m+

of property worked on over our careers, new homes and at auction

17+ years

in property between us, New Zealand and Australia

100%

focused on new builds, from the first plans to the last key

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This guide is general information. It is not legal, financial or tax advice, and it is no substitute for your own solicitor, lender, adviser or accountant. The rules described were checked in October 2026 and they change. Check anything you will rely on before you sign.

2026 edition. Checked October 2026.