KINGDOM
REALTY
PROJECT MARKETING SPECIALISTS

FREE GUIDE



A GUIDE FOR PROPERTY OWNERS

Is your property *a development site?*

EDITION	CHECKED	PREPARED BY	FOR
2026	October 2026	Kingdom Realty	Property owners

What developers look for, how they buy, and what to do before you talk to one.

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A GUIDE FOR PROPERTY OWNERS

Is your property *a development site?*

Sometimes a developer is looking at the land under an older house, not the house. Whether your property is of interest depends on what the planning rules allow and what the site itself can take. This guide explains how a developer looks at a property, how they buy, and what to do first.

THE SHORT VERSION

01 A developer pays for what can be built, less what it costs to build and the risk of building it.

02 Zoning is the start, not the answer. Slope, shape, pipes, flooding and the title can each stop a site.

03 Auckland's planning rules are being changed. What your site allows may not be settled yet.

04 Developers' offers often come with conditions and long settlements, so the price and the terms have to be read together.

05 Get your accountant's and solicitor's advice before you sign anything. Tax on land sales can surprise people.

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WHO WROTE THIS

Kingdom Realty is a project marketing company in Auckland. We sell new homes for developers, so we know what they look for in a site and who is buying.

We also look at owners' properties as possible development sites and take the good ones to developers. This guide is general information for any owner, whoever you choose to deal with.

When we sell your site, we act for you alone, and we say so in writing.

01 — DEVELOPMENT SITES

What a developer is paying for

A family buying your home pays for the house, the garden and the street. A developer pays for something else: the homes that could be built there.

A developer works backwards. They estimate what the finished homes would sell for, take off the cost of building them, the cost of consents and borrowing, and a margin for the risk. What is left is what they can pay for the land.

What a developer takes off the top

Every one of these comes off before anything is left for the land, which is why two similar sections can get very different offers.

- **Removing the house**, if it is not kept, and clearing the site.
- **Ground and engineering work**: testing the ground, foundations, retaining and earthworks, which matter most on a slope.
- **Consents**, and the professional work needed to prepare them.
- **Development contributions.** Auckland Council assesses these on the number of homes and their size, and on any area that cannot absorb rainwater.
- **The Infrastructure Growth Charge.** Watercare charges this once for a new connection, or a larger one, to pay for bulk water and wastewater infrastructure.
- **Local network upgrades.** The Infrastructure Growth Charge does not pay for these. A development that needs more capacity than the local pipes can carry pays for the local upgrade through consenting and construction.
- **Connections, borrowing and the margin for risk.**

Pipes come into the sum twice: they can add to the cost of a site, and a site with no spare capacity may need the local network upgraded first. Ask Watercare whether the local network has spare capacity for the number of homes a developer would build.

A lower offer on a hard site is often the sum of these costs, not a judgement on the house.

On that sum your house may count for nothing, or it may count against the site because it has to be removed. That is why the same house can matter more to a family on a site that cannot be developed, and less than the land does to a developer on the right site.

> **WORTH KNOWING**
>
> You do not have to choose one market. A property can be offered to developers and to home buyers. The point is to know what each route is likely to offer before you decide how to sell.

02 — DEVELOPMENT SITES

What a developer checks first

These are the first questions, roughly in the order they are asked. A site that fails one of them can still be worth developing, but the price will show it.

01 **The zone**

The Auckland Unitary Plan gives every property a zone, and the zone sets how many homes, how high and how close to the boundary. You can look yours up on the council's Unitary Plan maps.

02 **Size and shape**

Area matters, but so do width and depth. A wide, regular site takes a row of homes and a driveway. A narrow or awkward one may not.

03 **Slope**

A steep site costs more to build on: retaining, foundations and access. Some slope is fine. A lot of it changes the sum.

04 **Access**

How vehicles get in, how wide the frontage is, and whether a shared driveway or a right of way is involved.

05 **Pipes**

Whether the wastewater and stormwater networks in the street can take more homes. A site with no capacity may need expensive work, or may have to wait. The charges that come with new connections are set out in the first section.

06 **Water and hazards**

Flood plains, overland flow paths, coastal hazards and unstable land. These show on the council's maps and are being taken more seriously each year.

07 **Overlays**

Overlays can add limits to what is built, whatever the zone says, such as special character areas. Check the overlays for your property on GeoMaps.

08 **The title**

A cross lease, a covenant or an easement can restrict building or need the neighbours' agreement. Your solicitor can tell you what is on your title.

The residential zones, plainly

Your zone is printed on a map. What it means for your section is the question this part answers.

The council lists these residential zones: Low density residential, Single house, Mixed housing suburban, Mixed housing urban, and Terrace housing and apartment buildings. Each has its own rules.

The zone rules cover what can be built, how high, how the land can be used, the activities allowed, how far apart houses must be, how much outdoor space each needs, and how many dwellings a site can hold. The council publishes a fact sheet for each zone, which sets out the detail.

> **WORTH KNOWING**
>
> The Low density residential zone is a newer zone which, according to the council, replaces the single house zone in the urban environment. Look up your address on the Unitary Plan GeoMaps viewer to see which zone applies to you, then read that zone's fact sheet.

03 — DEVELOPMENT SITES

The planning rules are changing

Auckland Council notified Plan Change 120, Housing Intensification and Resilience, in 2025. In broad terms it aims to allow more housing near rapid transit and town centres, and to protect people and property from floods and other natural hazards.

01 **2025**

The plan change is notified for submissions.

02 **April 2026**

Changes to the Resource Management Act let the council propose amendments to the plan change and withdraw parts of it. The government set a minimum housing capacity for Auckland of about 1.4 million homes. Separately, the Planning Act 2026 and the Natural Environment Act 2026 are replacing the Resource Management Act; ask your solicitor which rules apply.

03 **27 August 2026**

An additional round of submissions opens, which anyone can use. It includes the council's proposed changes.

04 **24 September 2026**

The additional submissions close at 5pm.

05 **Next**

An Independent Hearings Panel hears submissions and recommends changes. The council then makes its decisions. The whole process must be finished by mid 2027.

When this guide was checked in October 2026, the plan change had not been decided. The council's pages do not say which of its rules, if any, already have legal effect, so check the current position with the council before you rely on any rule.

For an owner this means two things.

- What can be built on your site may be different under the new rules: more on some sites, less on others, particularly where there is flooding or another hazard.
- A developer will price the uncertainty. An offer made before the rules are settled may carry conditions or a lower figure because of it.

> **WORTH KNOWING**
>
> The council's current Plan Change 120 map viewer shows the proposed August 2026 amendments. Look up your address there as well as on the current Unitary Plan maps and the council's GeoMaps, and read them together. For flooding and other hazards, check the GeoMaps too. A land information memorandum also covers natural hazards.

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04 — DEVELOPMENT SITES

How developers buy

A developer's offer rarely looks like a home buyer's. Expect some of these.

- **A due diligence condition.** A period, in our experience anywhere from a few weeks to three months, for the developer to investigate the site. Depending on how the clause is written it usually lets them cancel if they are not satisfied, in their own judgement, before the period ends.
- **A consent condition.** Some offers depend on the developer obtaining resource consent. Ask how long that is expected to take. The sale is not certain until consent is granted.
- **A long settlement.** In our experience settlement is often many months after signing. Ask whether you can stay in the home, and on what terms, until then.
- **The deposit.** Check how much is paid, when it is paid, who holds it, and what happens to it if the sale does not go ahead.

Price and terms have to be read together. An unconditional offer that settles soon is more certain than a conditional one. A higher offer that depends on a consent is a promise with a condition attached. Neither is automatically better.

Your solicitor should read any offer before you sign it, and should explain exactly when you are bound and when the buyer is.

Offers that are not a simple sale

Some offers are not a plain agreement to sell. You may be offered an option, a put and call arrangement, a long conditional agreement, a joint venture in which your land becomes your share of a project, or a deal in which you stay on after settlement. We have not found official New Zealand guidance on each of these, so the points below are general information only. Your solicitor should confirm every term.

- **An option** gives the developer the right, for a set time, to buy your property on terms written down in advance. Ask what the developer pays you for that time, and whether you keep it if the developer does not go ahead.
- **A put and call arrangement** means one side can require the other to buy or sell on set terms. Ask who holds which right, and by when.
- **A joint venture or land as equity** means your land is your part of a project, and you may end up with a share of the homes rather than money. Ask how the share is valued, who controls the project, and what happens if it stalls.
- **A leaseback**, or staying on after settlement, lets you remain in the home for a time. Ask on what terms, for how long, who insures the home, and what happens if the buyer changes its mind.

An option is a developer buying time with your property, so make sure the price for that time is written down. Ask your solicitor to explain each condition, each date, and what you can and cannot do with the property until settlement.

05 — DEVELOPMENT SITES

How a site is sold

A developer's letter is a bid. A campaign is a market. Before you choose how to sell, understand the methods, because each one suits a different site.

01 **Advertised price or negotiation**

The property is advertised at a price, or it is sold by negotiation where it is hard to estimate what it will sell for. Buyers make offers, and you negotiate with them through the agent.

02 **Deadline sale**

The property is marketed for a set period with an advertised end date, and offers are made in that period.

03 **Tender**

Buyers make written offers to the agent before a deadline. Tenders are usually considered after the deadline, and you usually have up to 5 working days after it closes to decide.

04 **Auction**

The buyer who makes the highest bid above your reserve price wins, and must complete. Auctions are usually run under a sole agency agreement. Ask any agency to explain the difference between sole and general agency in writing before you decide.

05 **Expressions of interest**

Some agents describe this method. We have not confirmed how it works under the official guidance, so ask the agent to explain it in writing before you agree to it.

You can take a site to one developer in private, or test it on the market with several. Either can be right. The point is to know what more than one buyer would consider before you agree to anything.

Whichever method you use, the agent works for you. Even though the agent works for the seller, it must deal fairly and honestly with the buyer, and it must tell the buyer about any known defects. Before you sign an agency agreement, the agency must give you its written appraisal and the guide for sellers, and how the agency is paid must be agreed in writing.

A sole agency agreement can be cancelled, in writing, after the first 90 days. Ask whether a cancelled sole agreement becomes a general one.

06 — DEVELOPMENT SITES

Joining with the neighbours

Two sections offered together can suit a developer better than two offered apart, but they are twice as hard to hold together. Talk to the neighbours early, in writing, and do not let one owner's offer speak for everyone.

- **Agree in writing first.** Each owner should have their own solicitor. The agreement should say who pays what, who decides, and what happens if one owner wants out.
- **Check the council's rules.** Ask the council's planning team whether combining sites changes what can be built, and what rules apply to shared access.
- **Check the tax.** Joining sections can change your tax position in some cases. The IRD says profit on land bought with the intention of subdividing and selling can be taxed, and co-owners who subdivide and keep part of the land may be treated as disposing of a share of it. Ask your accountant before you agree.
- **Keep the titles clear.** Ask your solicitor how each title will be dealt with, and what covenants or easements sit on each one.

Before you sell

What helps

- [ ] A copy of the title, and any covenants or easements registered on it.
- [ ] The council's property file, and a land information memorandum (LIM). The council recommends ordering both. The LIM covers natural hazards, drainage, rates and consents.
- [ ] Any drainage plans, surveys or engineering reports you already hold.
- [ ] The tenancy agreement, if the home is tenanted.
- [ ] Knowing your own timing: when you could move, and whether a long settlement suits you.

What usually does not

- **Renovating.** A developer will not pay for a new kitchen in a house they intend to remove.
- **Subdividing or seeking consent yourself.** It costs money, takes time and can change your tax position. Take advice first.
- **Accepting the first approach.** An offer through the letterbox is one developer's view. You only learn what the market will consider when more than one party has looked at the site.

What a LIM shows

A land information memorandum is the council's summary of what it holds on your property. It can include natural hazards such as erosion, subsidence and flooding, the stormwater and sewer drains, rates including any that are overdue, building, plumbing and resource consents, notices and orders, and special conditions. A property file is different: it holds consent documents and correspondence, and does not replace a LIM. The council recommends ordering both.

A LIM is issued within 10 working days of your application under the Local Government Official Information and Meetings Act 1987.

08 — DEVELOPMENT SITES

Your tenant and your own next move

A long settlement is a gift if you planned for it and a trap if you did not. Work out your own next move before you agree to a conditional sale.

- **Tenants.** If the home is let, the tenancy rules set the notice you must give. If the buyer needs the home empty under an unconditional agreement, a periodic tenancy needs at least 42 days' written notice, which may affect the settlement date. A fixed-term tenancy cannot be ended early just because the property has sold. If you want the home empty to market it, a periodic tenancy needs at least 90 days' written notice, and the home must go on the market within 90 days after the tenancy ends. Check Tenancy Services before you give notice.
- **Viewings.** Ask Tenancy Services how much notice a viewing needs, and how often viewings may be held.
- **Staying on through a long settlement.** Ask your insurer whether your cover continues until settlement, and who is responsible for the home in the meantime. Ask your solicitor how the agreement deals with damage before settlement.
- **Rates and maintenance.** Keep paying the rates and keeping the home maintained until settlement, and check with your solicitor what the agreement says about the condition of the home at settlement.
- **Your own purchase.** If you are buying another home, ask your lender how a conditional sale and a settlement date affect your approval, and time the two settlements with your solicitor.

Ask your solicitor and your lender to set out these dates in one place, so that the sale and your own move are planned together.

09 — DEVELOPMENT SITES

The tax and legal questions to ask

We are not tax advisers or lawyers. Take these questions to an accountant and a solicitor before you agree to anything.

- **The bright-line test.** Ask your accountant whether a gain on residential land sold within the bright-line period can be taxed, and whether the main home exclusion applies to you.
- **Other land rules.** Separate rules can tax a sale of land that was bought with the intention of selling, or that is sold as part of a subdivision or development. Ask whether anything you have done, or plan to do, brings them in.
- **GST.** Ask your accountant whether GST applies to your sale, before a price is agreed, because it changes what you receive.
- **The agreement.** Ask your solicitor to explain each condition, each date, and what you can and cannot do with the property until settlement.

10 — DEVELOPMENT SITES

How we look at a site

We sell new homes for developers, so we know what they look for in a site.

01 **Send us the address**

It takes two minutes on the form. If you later choose to sell through us, we will explain how we are paid in writing before you sign anything.

02 **We look at it**

What the planning rules allow, and what the site itself can take. We come back to you within one working day.

03 **We tell you plainly**

We tell you what the planning rules appear to allow and why. Any figure we give you is a written appraisal from our licensed salesperson, backed by comparable sales. It is not a registered valuation. If it does not stack up, we say that too, and you know where you stand.

04 **If it may suit a development**

We can put it in front of developers. That is a separate written agreement with you, and we explain in plain words how we are paid before you sign anything. Any marketing costs are set out in writing before you sign the agency agreement, and Kingdom never funds marketing. Nothing is signed until you choose to.

On a site, Kingdom acts only for you as the owner. When we sell your site, we act for you alone, and we say so in writing.

11 — DEVELOPMENT SITES

Check it yourself

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

YOUR ZONE AND OVERLAYS	The Unitary Plan GeoMaps for your address, and the Plan Change 120 map viewer for the proposed changes. aucklandcouncil.govt.nz
HAZARDS AND DRAINS	The council's GeoMaps for flooding and overland flow paths, and the LIM for natural hazards and drains. aucklandcouncil.govt.nz
THE TITLE	The record of title, with any covenants, easements and consent notices registered on it. Your solicitor can read it with you. settled.govt.nz

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 AND APPRAISAL	The guide every agency must give you before you sign, and the appraisal rules. settled.govt.nz and rea.govt.nz
THE TENANCY NOTICE	The notice rules for a home with tenants that is being sold. tenancy.govt.nz
TAX	The IRD guide on subdividing and developing, and on the bright-line test. Get advice before you sign. ird.govt.nz
PLAN CHANGE 120	The council's current notice on the plan change and its hearing timetable. aucklandcouncil.govt.nz

12 — DEVELOPMENT SITES

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 property.

ZONE
The part of the Auckland Unitary Plan that sets what can be built on a property, how high it can be, how the land can be used, and how far apart houses must be.

OVERLAY
An extra layer of rules on the council's maps, such as special character areas, which can limit what is built whatever the zone says.

CROSS LEASE
A form of ownership in which changes to the building or the shared areas usually need the agreement of the other owners.

PLAN CHANGE 120
The council's proposed change to the Auckland Unitary Plan on housing and natural hazards. It has not been decided.

FREEHOLD
The most common kind of ownership in New Zealand.

UNIT TITLE
Ownership of a unit in a building, together with an undivided share of the common property, run through a body corporate.

BODY CORPORATE

The owners' group in a unit title development, which maintains the shared property and sets the rules.

LAND INFORMATION MEMORANDUM (LIM)

The council's summary of what it holds about a property, including natural hazards, drains, rates and consents.

PROPERTY FILE

The council's file of consent documents and correspondence for a property. It does not replace a LIM.

SOLE AGENCY

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

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.

DUE DILIGENCE CONDITION

A period in which the buyer investigates the site, and can usually end the agreement if not satisfied before the period ends.

CONDITIONAL AND UNCONDITIONAL

A conditional agreement depends on something happening, such as a consent. It becomes unconditional when the conditions are met.

OPTION

A right, for a set time, for one party to buy on terms written down in advance.

LEASEBACK

An arrangement in which the seller stays in the home for a time after settlement, on agreed terms.

BRIGHT-LINE TEST

The tax rule that can tax a gain on residential land sold soon after it was bought. Ask your accountant how it applies to you.

DEVELOPMENT CONTRIBUTIONS

Council charges for growth infrastructure, assessed on the number and size of the homes.

INFRASTRUCTURE GROWTH CHARGE

Watercare's one-off charge for a new or larger connection, to pay for bulk water and wastewater infrastructure.

13 — DEVELOPMENT SITES

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 for any owner, whoever you choose to deal with. It is not legal, financial or tax advice. The planning rules are changing, so check the current position before you rely on any of them.

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

14 — CHECKLIST

Tick these off *as you go.*

Before you talk to a developer

- [ ] I have looked up my zone on the Unitary Plan maps and my address on the Plan Change 120 viewer.
- [ ] I know whether my title is freehold or a cross lease, and what is registered on it.
- [ ] I have checked the council's maps for flooding and overland flow paths.
- [ ] I have gathered the title, the property file and any reports I hold.
- [ ] I know what timing would suit me.
- [ ] I have an accountant and a solicitor to ask before I sign.

15 — QUESTIONS

Questions to ask anyone who offers to buy

01	What are you planning to build, and how many homes?
02	Is your offer conditional, and on what?
03	How long is each condition, and what do you need from me during it?
04	How much is the deposit, when is it paid, and who holds it?
05	When would settlement be, and can I stay until then?
06	Have you built in this area before?
07	Who else has a say in whether you go ahead: a funder, a partner?
08	Is this an option, a joint venture or an agreement to sell, and what does each term mean?

SOURCES

We checked the facts in this guide against these official pages in October 2026. Each title is a link.

Auckland Council: Plan Change 120 Housing Intensification and Resilience
aucklandcouncil.govt.nz/en/plans-policies-bylaws-reports-p...

Auckland Council: Auckland's future housing plan
akhaveyoursay.aucklandcouncil.govt.nz/aucklands-future-hou...

Auckland Council: What can I do in my zone
aucklandcouncil.govt.nz/en/building-and-consents/what-can-...

Auckland Council: About property files and LIM reports
aucklandcouncil.govt.nz/en/buying-property/order-property-...

Inland Revenue: The bright-line test
ird.govt.nz/property/buying-and-selling/when-you-need-to-p...

Inland Revenue: Subdividing and developing
ird.govt.nz/property/buying-and-selling/situations/subdivi...

settled.govt.nz: Understanding the sale and purchase agreement
settled.govt.nz/buying-a-home/making-an-offer/understandin...

Real Estate Authority and settled.govt.nz: Agency agreement guide (October 2022)
settled.govt.nz/assets/Uploads/Resources/Guides/Agency-agr...

Legislation NZ: Real Estate Agents Act 2008 (sections 123, 126, 127, 130 and 131)
legislation.govt.nz/act/public/2008/66/en/latest

Real Estate Authority: Appraisals (Rules 10.2 and 10.3)
rea.govt.nz/real-estate-professionals/industry-guidance-an...

settled.govt.nz: Understanding the methods of sale
settled.govt.nz/selling-a-home/preparing-to-sell/understan...

Tenancy Services: Selling a property with tenants in place
tenancy.govt.nz/ending-a-tenancy/change-of-landlord-or-ten...

Legislation NZ: Local Government Official Information and Meetings Act 1987 (section 44A, land information memorandum)
legislation.govt.nz/act/public/1987/174/en/latest

Auckland Council: Plan Change 120 Update, July 2026
akhaveyoursay.aucklandcouncil.govt.nz/aucklands-future-hou...

Auckland Council: Aucklanders get another say on Plan Change 120 (27 August 2026)
ourauckland.aucklandcouncil.govt.nz/news/2026/08/aucklande...

Auckland Council: Development contributions
aucklandcouncil.govt.nz/en/building-and-consents/developme...

Watercare: Infrastructure Growth Charge
watercare.co.nz/builders-and-developers/tools-fees-and-res...



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.