KINGDOM
REALTY
PROJECT MARKETING SPECIALISTS

FREE GUIDE



THE HOME BUYER'S GUIDE TO BUYING OFF THE PLANS

Your new home, *off the plans.*

EDITION	CHECKED	PREPARED BY	FOR
2026	October 2026	Kingdom Realty	Home buyers

How buying a new build works, from the first plans to the last key.

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Your new home, *off the plans.*

Buying off the plans is different from buying at an open home. You choose a home from a plan, agree the price, pay a deposit, and settle when the home is finished. This guide walks through each step, what can go wrong in the wait, and what to check before you sign.

THE SHORT VERSION

01 You choose a home from a plan and agree the price when you sign. Ask your solicitor whether the agreement lets the price change before settlement, and whether you are signing one agreement or two.

02 You pay a deposit at the start and the balance when the home is finished. Ask where the deposit is held, and who holds it.

03 Your solicitor reads the agreement before you sign it. Your lender or adviser confirms the money. Check the licence of every salesperson and adviser on the official registers.

04 Most problems start in the wait between signing and settlement. Keep your finance current the whole way, and know who to call when something goes wrong.

05 We work for the developer who is selling the homes. We will say so plainly, answer your questions honestly, and tell you if there is something we cannot share.

IN THIS GUIDE

01 How off the plans is different
02 Two kinds of new build contract
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WHO WE WORK FOR

Kingdom Realty is a project marketing company. We sell new homes for the developers who build them, so the developer is our client, not you. We will always say that plainly.

It does not change how we treat you. Every home has its plan and its place from the first day, and we tell you how the price works before you decide. Every enquiry gets a reply from a real person within one working day. If we do not know something, we say so and find out.

Have your own solicitor read the agreement, and take your own advice on the money.

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01 — BUYING OFF THE PLANS

How off the plans is different

With an existing home you see it, bid or offer on it, and settle a few weeks later. With a new build you agree to buy a home that is not finished yet. You are buying from drawings, a specification and an agreed price.

That changes three things.

- **The price is known before you sign.** It is agreed, or negotiated, and written into the agreement. Ask your solicitor whether the agreement lets the price change before settlement, and what it says if it does. Ask how the price is set: a set price, or by negotiation.
- **The timing is long.** Settlement can be a long way off, so your life and your lending can change in that time.
- **The paperwork matters more.** The agreement, the plans and the specification are the home until the home exists. What is written is what you get.

> **WORTH KNOWING**
>
> Ask for the price, or how to make an offer, the plan of the exact home, the specification and the agreement before you decide. If any of them is not available yet, ask when it will be.

Two kinds of new build contract

Before you look at the kitchen, ask one question: am I signing one agreement or two? The answer affects who is paid and when, and it matters to your lender.

New homes are sold in more than one way. The first kind is the one this guide mostly describes:

- **One agreement for the land and the finished home.** You sign one agreement, pay a deposit, and pay the balance on settlement. Your solicitor reads one document, and you become the owner on settlement.
- **Land and a separate building contract.** You buy the land under one agreement, and the home is built under a separate building contract. The builder's payments are set out in that contract, so read the payment terms as closely as the price.

If the building work is done under a residential building contract, the Building Act 2004 and its regulations apply. As at October 2026, the contract must be in writing if the work costs $30,000 or more including GST. That is a legal threshold, not a price. Before you sign, the builder must give you a disclosure statement and a checklist if the price is at or above that threshold, or if you ask for them. Both are set forms, and the builder may not change their wording.

The contract must also say how many payments there are, how much each one is and when it is due. It must say how delays and defects are dealt with, how disputes are resolved, and it must refer to the implied warranties in the Building Act. Ask your solicitor whether your agreement is a residential building contract, and whether the builder's documents meet these rules.

> **WORTH KNOWING**
>
> Ask your lender how it treats each kind of contract, and get the answer in writing.

- Is this one agreement or two, and whose name is on each?
- Who is the builder, and is the building work covered by a residential building contract?
- Where is the disclosure statement and the checklist, and when will I be given them?

The people at the table

Everyone at the table is paid by someone. Knowing who pays whom tells you whose answer to test, and on what.

YOUR SOLICITOR OR CONVEYANCER
Works for you. Reads the agreement, handles the deposit and settlement, and records your ownership on the title. You pay them.

THE SALESPERSON
Works for the seller, who is the developer, and not for you. Must be licensed, and must give you the Sale and Purchase Agreement Guide before you sign.

YOUR LENDER
Lends the money on its own criteria, and may order a valuation of the finished home.

THE VALUER
Values the home for the lender. Ask who orders the valuation, and whether you will see it.

KINGDOM REALTY
A project marketing company. We sell new homes for the developer, so the developer is our client, not you. Kingdom Realty is paid by the developer, and only when a home sells. Every enquiry gets a reply from a real person within one working day.

YOUR MORTGAGE ADVISER
Helps you find and apply for a loan. Ask how they are paid, and whether the lender pays them.

YOUR KIWISAVER PROVIDER
Pays out a first home withdrawal, if you make one.

YOUR INSURER
Insures the home from the date your lender sets.

THE REAL ESTATE AUTHORITY
Licenses real estate agents and salespeople, keeps the public register, and handles complaints.

Generally the seller pays the agent, not you. How and when a particular agent is paid, and who holds your deposit, depend on the agreement. Ask for both in writing.

Check the licence

Real estate agents, branch managers and salespeople must be licensed. It is illegal to carry out real estate agency work without a licence, and the Real Estate Authority says it cannot help if something goes wrong with an unlicensed person. Search the Real Estate Authority's public register for the person. It shows whether the licence is active, and whether a complaint has been upheld against them in the last three years.

Financial advisers are listed on the Financial Service Providers Register, which the Companies Office runs. Search for your adviser by name, and check their registration before you act on their advice.

If you have a complaint about a licensed salesperson, the Real Estate Authority has a complaints process. It assesses each complaint first, and may close it, refer it to its resolution process, or refer it to a Complaints Assessment Committee.

> **WORTH KNOWING**
>
> Ask the salesperson, your lender and your solicitor, in writing, who they work for and how they are paid.

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04 — BUYING OFF THE PLANS

The money

The deposit

The agreement sets the deposit and when it is due. The deposit is paid either when you and the seller have both signed, or when the agreement becomes unconditional. Which one applies depends on the agreement, so check it before you sign.

If the deposit is not paid when it is due, the seller's lawyer may give you three working days to pay. If it is still not paid, the seller can cancel. Paying before the notice of cancellation is served means the agreement is not cancelled.

Ask where the deposit is held until settlement, who holds it, and when it can be released. Your solicitor should confirm this from the agreement, not from a brochure. If a salesperson receives your deposit, the Real Estate Agents Act says it must not be paid to anyone for 10 working days after it is received, unless a court orders it or all the parties to the transaction sign an authority to pay sooner.

KiwiSaver

If this is your first home, you can usually withdraw your KiwiSaver savings to help buy. The main rules:

- You have been a member of KiwiSaver for at least three years.
- At least $1,000 stays in your account, as at October 2026.
- You intend to live in the home. It cannot be an investment property.
- If you have owned a home before, you may qualify, but only if Kāinga Ora decides you are in the same financial position as a first home buyer. You cannot apply if you own a home, land or a share now.

Your provider pays the withdrawal to your solicitor on or before settlement day. The Kāinga Ora and Inland Revenue pages checked for this guide do not say how long a withdrawal takes. Ask your provider and your solicitor how long they need, and whether any of it can go toward the deposit at signing.

The First Home Loan

If this is your first home, a First Home Loan lets some buyers borrow with a 5% deposit. Selected lenders issue it, and Kāinga Ora underwrites it. Your deposit can include savings, first home withdrawals and gifts. You must be 18 or over, a New Zealand citizen, a permanent resident or a resident visa holder who is ordinarily resident in New Zealand. You must be buying a home to live in, and own no other property or land.

As at October 2026, the income caps apply to income before tax over the last 12 months: $95,000 or less for one buyer with no dependants, $150,000 or less for one buyer with one or more dependants, or $150,000 or less combined for two or more buyers. Each lender applies its own criteria, and the settings change, so check the Kāinga Ora website and ask a participating lender or mortgage adviser whether you qualify.

As at October 2026, the First Home Grant is no longer available to new applicants. If you read about it in an older guide, check the Kāinga Ora website before you rely on it.

How much deposit a bank wants

The Reserve Bank limits high loan to value lending. Under its current settings, no more than 25 per cent of a bank's new owner occupier lending can go to borrowers whose loan is more than 80 per cent of the property's value, which means a deposit of less than 20 per cent.

New build lending has an exemption. The Reserve Bank's construction loan exemption covers building a new home, and a newly built home bought from the original developer and completed less than six months before the loan application. The same exemption applies to the Reserve Bank's debt to income limits. The exemption does not oblige a bank to lend, and each bank still sets its own deposit and lending rules. Ask your lender or adviser whether the exemption covers your agreement, and what deposit they will require.

> **WORTH KNOWING**
>
> The Reserve Bank adjusts these settings from time to time. Take the current position from your lender or adviser on the day you apply.

The agreement

An off the plans agreement is written for the development. There is no universal sale and purchase agreement, and developers use different ones with different clauses. Have your solicitor read the agreement for your home before you sign, not after.

Read these parts together:

- [ ] The price, and exactly what it includes: appliances, floor coverings, heating, landscaping, fencing, a car park.
- [ ] The plans and the specification attached to the agreement, for your home and not a typical one.
- [ ] What the developer is allowed to change, and what happens if a change is a big one.
- [ ] The expected completion date, and what happens if it moves.
- [ ] The sunset date: the date after which the agreement can be ended if the home is not finished. Check who is allowed to end it.
- [ ] Your conditions, such as finance or your solicitor's approval, and the date each one must be met.
- [ ] The deposit: how much, when, who holds it, and when it is released.
- [ ] The kind of title, and any body corporate or residents' society you will belong to.
- [ ] If it is a unit title, the pre-contract disclosure statement, which the seller must give you before you sign. For a home bought off the plans it includes a draft budget and the draft rules.
- [ ] How defects are reported and fixed after you move in.

> **WORTH KNOWING**
>
> Once the agreement is unconditional you must complete the purchase when the agreement says so. Do not go unconditional until your solicitor and your lender have both said yes.

Reading the plans and the specification

A specification is a promise written in brand names. A specification written in adjectives is not one.

Check that the plans and the specification attached to your agreement are for your home, and that they show what you are buying. Four things to look at:

- **Floor areas.** The Property Council New Zealand and the Property Institute of New Zealand publish a free guide, the Guide for Measurement of Residential Properties. It sets uniform methods for measuring floor space. Ask the developer which method was used, because two figures for the same home can both be right if they were measured differently.
- **Words that leave room.** Ask your solicitor what "indicative", "or similar", "or equivalent" and provisional sums allow the developer to do, and whether a change needs your written agreement.
- **Orientation and the site plan.** Check which way the home faces, where the windows and outdoor areas are, and where the neighbouring homes and any shared areas sit.
- **Artist's impressions and staged photographs.** Ask whether a picture shows your home or a typical one, and whether it is labelled as an impression. The Real Estate Authority's guidance says advertising must be accurate, genuine, substantiated and not misleading.

The Fair Trading Act stops misleading claims about a home. In 2007 the regulator settled a case in which a home was marketed as a four bedroom home, although the building consent covered three bedrooms. The regulator found the marketing misleading. Ask for the consented plans, and check that the rooms match the plans you were given.

Ask for the plans and the specification in writing, and ask for any change to them in writing before it is made.

The title you will own

The title tells you what you own and what you share, so read it before you fall in love with the kitchen.

A home can be held in several ways. These are the three you are most likely to meet on a new build:

- **Freehold** is the most common kind. You own the land and what is built on it, subject to any easements, covenants or restrictions registered on the title or under the Resource Management Act.
- **Unit title** is the common form in a building or group of homes with several owners. You own your home and any garage, car park or storage area in the record of title, and an undivided share of the common property, such as driveways, lifts and gardens. You are a member of the body corporate.
- **Cross lease.** You own a share of the freehold land with the other cross leaseholders, and hold a leasehold interest in the area and building you occupy. Changes to your building or to shared areas usually need the other owners' agreement.

Some new homes are freehold but share a driveway or other areas with neighbours, under rules or an agreement recorded on the title. Ask your solicitor whether there is a residents' society, and what it is responsible for.

The body corporate and its money

The owners of a unit title form a body corporate. Its rules set how you and the other owners can use your home and the common property. Most day to day decisions are made by a committee or by owners holding 50 per cent or more of the unit owners, and some need 75 per cent or more.

Each owner pays a levy towards the body corporate's budget. The levy covers costs such as insurance and management, and it contributes to the long-term maintenance fund. Ask for the draft budget and the body corporate rules before you sign.

A long-term maintenance plan sets out the future repairs to the common property and what they will cost. Every body corporate must have one covering at least 10 years. A development of 10 or more homes must have a plan covering 30 years, with detailed

costings for the first 10 years, reviewed every three years. A maintenance fund does not have to cover every cost in the plan. Ask whether the fund is large enough for the repairs the plan lists.

Before you sign a unit title agreement, the seller must give you a pre-contract disclosure statement. For a home off the plans it includes a summary of the draft budget, estimates of your ownership interest and utility interest, the draft body corporate rules, and the service contracts that will continue after settlement. The pre-settlement disclosure statement must reach you at least five working days before settlement, and it includes a summary of the body corporate's insurance. If either statement is late, incomplete or inaccurate, you may be able to delay settlement or cancel. Get legal advice before you do either.

Consent notices and covenants

A consent notice under section 221 of the Resource Management Act is a condition from a subdivision consent that is registered on the title, so later owners see it. Covenants can also limit what you build or how you use the land. Ask your solicitor to list everything registered on the title and to explain each one. For a cross lease, check that the flats plan matches the home you are buying.

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07 — BUYING OFF THE PLANS

While the home is built

This is the part people underestimate. Nothing is asked of you for months, and then everything is needed at once. Three things catch buyers out.

Your approval can run out

A lender's approval does not last for the whole build. Ask how long yours lasts and put the date in your calendar. Expect to apply again before settlement, on the rules and the interest rates of that day.

The home is valued again

Ask your lender whether it will value the finished home. If the valuation is lower than your price, the lender may lend less, and you would need to find the difference. Ask your adviser how they would handle that.

Your own position changes

A new job, a new car loan, a baby or a pay cut can all change what a bank will lend. Tell your adviser before you make a big change, not after.

> **WORTH KNOWING**
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> Keep saving through the build. A buffer is the simplest protection against a change in rates or a lower valuation.

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08 — BUYING OFF THE PLANS

When it goes wrong

These do not happen on every development, but each one can, and the agreement decides what follows. The point of reading about them now is that the agreement decides each one, and you still have a say over the agreement before you sign it.

The home is late

The agreement sets the completion date and the sunset date, which is the date after which the agreement can be ended if the home is not finished. Ask your solicitor who can end the agreement, what notice is needed, and what the agreement says about compensation if settlement is late. Settled.govt.nz notes that a seller who does not settle on time may have to compensate the buyer, for example for accommodation costs.

The developer cannot finish

Where the deposit is held matters. Ask who holds it, whether it is held in a trust account, and what happens to it if the sale does not go ahead. Ask your solicitor, in writing and before you pay the deposit, what you could get back, and from whom, in each case.

The home differs from the plan

Agreements usually say what the developer may change, and when a change is big enough to let you walk away. Ask your solicitor what the agreement treats as a material change, who decides it, and what your options are. Get any change in writing before it is made.

You cannot settle on time

Your agreement sets the interest rate on overdue payments, and you may have to compensate the seller if you do not settle on time. Settled.govt.nz says a sale and purchase agreement becomes unconditional when all its conditions are met, and that you must complete the purchase once they are met. That is the point at which the risk moves to you. Do not go unconditional until your solicitor and your lender say yes.

The seller company fails

If the company selling your home is put into liquidation before settlement, ask your solicitor where that leaves your deposit and your claim, and whether the deposit is protected. Ask before you sign, not after.

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09 — BUYING OFF THE PLANS

Before settlement

As the home nears completion the dates firm up. Your solicitor runs most of this, but you should know what is happening.

01 **The code compliance certificate**

The council issues it when the building work complies with the building consent. It is a formal statement under section 95 of the Building Act 2004. It is an offence for a commercial seller to transfer a household unit without one, so ask your solicitor to confirm you will have it before settlement. Ask your lender whether it needs to see it.

02 **The title**

New homes sit on new titles, which issue once the plan for them has been deposited with LINZ. Ask your solicitor when the title is expected to issue, and how the agreement ties settlement to the title and to the notice that the home is finished. Check the number of working days in your agreement.

03 **The inspection**

You walk through the finished home before you settle. Check it against the plans and the specification. List anything unfinished or damaged in writing.

04 **Finance and KiwiSaver**

Your lender confirms the loan. Your KiwiSaver withdrawal is paid to your solicitor on or before settlement day. Ask your lender and your provider how long they need, and start as soon as you are given a date.

05 **Insurance**

Ask your lender when the insurance must start, and arrange it before then.

10 — BUYING OFF THE PLANS

After the keys

A new home may come with cover an older home does not. The Building Act gives implied warranties on residential building work for up to 10 years, whether or not you have a written contract. How they apply depends on your agreement and on who built the home, so ask your solicitor.

- **The implied warranties.** They cover, among other things, work done properly and according to the plans and specification, suitable materials, reasonable care and skill, and a home that is suitable for occupation when the work ends. They apply for up to 10 years, whatever the cost of the building work.
- **The first 12 months.** There is a defect repair period of 12 months from the date the building work is completed. Tell the builder in writing about any defect within that time. The builder must put it right within a reasonable time after receiving your written notice. If there is a dispute, the builder must show that the defect is not its fault.
- **After the 12 months.** The implied warranties still apply. To act on them you may have to take the dispute to court and prove loss or damage. Get legal advice early.
- **The Consumer Guarantees Act.** It gives automatic rights when you buy services from a business for personal or household use. Services must be carried out with reasonable care and skill, be fit for purpose, and be completed within a reasonable time. The Act applies whether or not a warranty is offered. How it applies to a new home bought off the plans is a question for your solicitor.
- **The builder's own cover.** Ask the builder whether it offers a warranty product of its own, and what it covers.

Once the building work is complete, the builder must give you a copy of any current insurance policy for the work, the guarantees or warranties for materials and services, and information on how to maintain the work. Keep everything you are given at handover: the warranties, the appliance manuals and the maintenance requirements. Some cover depends on the home being maintained as the builder sets out.

Ask your solicitor how each of these applies to your agreement.

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11 — BUYING OFF THE PLANS

The journey, stage by stage

Nothing in this list is a surprise if you have seen the list. The longest gap is the build. Diarise your approval's expiry date, each condition date, the sunset date, the end of the 12 month defect period, and, for a unit title, the date five working days before settlement by which the pre-settlement statement must reach you.

01 **Enquiry**

You ask about a home. Ask for the price or how to make an offer, the plan of the home, the specification and the agreement.

02 **Review**

Your solicitor reads the agreement. Your lender or adviser confirms what you can borrow and how long the approval lasts. Ask your KiwiSaver provider how long a withdrawal takes.

03 **Signing and the deposit**

You sign the agreement. The deposit is paid when the agreement says. If it is late, the seller's lawyer may give you three working days to pay.

04 **Conditions**

Your finance, your solicitor's approval and any other conditions must be met by their dates. Once they are met, the agreement is unconditional.

05 **The build**

Progress updates, and any approval renewal. Keep saving, and tell your adviser about any change to your income or debts.

06 **The work is finished**

Completion is the date all the agreed building work has been finished. The builder must then give you the insurance, guarantees and maintenance information.

07 **The code compliance certificate**

The council issues it when the work matches the building consent. Your solicitor should confirm it is in place before settlement.

08 **The titles**

New titles issue once the plan has been deposited with LINZ. Ask when yours are expected.

09 **The pre-settlement check**

Inspect the home against the plan and the specification, and list defects in writing. For a unit title, the pre-settlement statement must reach you at least five working days before settlement.

10 **Settlement**

Your lawyer pays the balance, the title transfers to you, and your lender's mortgage is recorded on the title. The keys follow once your lawyer confirms the payment.

11 **After the keys**

The 12 month defect repair period runs from completion. The implied warranties apply for up to 10 years.

Words we use

AGREEMENT FOR SALE AND PURCHASE
The contract you sign to buy the home. Binding once it is signed, and conditional until its conditions are met.

BODY CORPORATE
The owners of a unit title acting as a group. It makes the rules and arranges insurance and maintenance.

CROSS LEASE
A share of freehold land held with other owners, plus a lease of the building you occupy.

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

CONSENT NOTICE
A condition from a subdivision consent that is registered on the title.

COVENANT
A promise registered on the title that limits what can be built, or how the land is used.

DEPOSIT
The amount paid at the start. The agreement says when it is due, who holds it and when it is released.

FIRST HOME LOAN
A loan with a 5% deposit, issued by participating lenders and underwritten by Kāinga Ora.

FREEHOLD
The most common kind of ownership: the land and what is built on it, subject to anything registered against it.

IMPLIED WARRANTIES
Promises the Building Act writes into residential building work, for up to 10 years.

LONG-TERM MAINTENANCE PLAN
A body corporate's plan for future repairs to the common property, with the costs.

PRE-CONTRACT DISCLOSURE STATEMENT
For a unit title, given before you sign. It covers the budget, the draft rules and the service contracts.

PRE-SETTLEMENT DISCLOSURE STATEMENT
For a unit title, given at least five working days before settlement.

KIWISAVER FIRST HOME WITHDRAWAL
Savings withdrawn from KiwiSaver to help buy a first home. It is paid to your solicitor.

SETTLEMENT
The day you pay the balance of the price, and the property becomes yours.

SUNSET DATE
The date after which the agreement can be ended if the home is not finished.

TITLE
The legal record of who owns the land, and what is registered against it.

Check it yourself

These are the official places to look. Each line says what to look for.

REAL ESTATE AUTHORITY PUBLIC REGISTER

Is the salesperson or agent licensed and active, and has a complaint been upheld in the last three years? publicregister.rea.govt.nz

FINANCIAL SERVICE PROVIDERS REGISTER

Is your mortgage or financial adviser registered? fsp-register.companiesoffice.govt.nz

SETTLED.GOVT.NZ

Independent guidance on the agreement, finance and settlement. settled.govt.nz

KĀINGA ORA

The current rules for the First Home Loan and the KiwiSaver first home withdrawal. kaingaora.govt.nz

INLAND REVENUE, KIWISAVER

Your KiwiSaver membership, the three year rule and the $1,000 that must remain. ird.govt.nz

RESERVE BANK OF NEW ZEALAND

The current loan to value and debt to income settings, and the construction loan exemption. rbnz.govt.nz

NEW ZEALAND COMPANIES REGISTER

Is the company selling or building the home registered, and does its name match the agreement? companies-register.companiesoffice.govt.nz

LICENSED BUILDING PRACTITIONERS

Is the builder's licence listed where the law requires one? lbp.govt.nz

UNIT TITLES SERVICES

The disclosure statement templates, long-term maintenance plans and body corporate rules. unittitles.govt.nz

BUILDING PERFORMANCE (MBIE)

The implied warranties, the 12 month defect period and what a builder must give you at completion. building.govt.nz

COUNCIL PROPERTY FILE AND LIM

What the council holds about the property, including natural hazards, drains, rates and consents. In Auckland, see the Auckland Council property file page.

GUIDE FOR MEASUREMENT OF RESIDENTIAL PROPERTIES

How floor areas are measured, from the Property Council New Zealand and the Property Institute of New Zealand. Free, by form.

14 — BUYING OFF THE PLANS

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.

> **WORTH KNOWING**
>
> The rules change. Check anything you will rely on before you sign, and ask your solicitor, lender or adviser about your own case. A real person follows up every enquiry within one working day.

15 — CHECKLIST

Tick these off *as you go.*

Before you sign

- [ ] I know the price or how to offer, and I have the plan of my home, the specification and the agreement.
- [ ] I know whether I am signing one agreement or two, and who is building my home.
- [ ] My solicitor has read the agreement and explained the sunset date and what can change.
- [ ] My lender or adviser has confirmed what I can borrow and how long the approval lasts.
- [ ] I know how much the deposit is, when it is due and where it is held.
- [ ] I have asked my KiwiSaver provider what I can withdraw and how long it takes.
- [ ] I know what kind of title I will own, and what it shares with other owners.
- [ ] I have checked the licence of each salesperson and adviser on the official registers.

During the build

- [ ] The date my approval runs out is in my calendar.
- [ ] I have told my adviser about any change to my income, job or debts.
- [ ] I am still saving.
- [ ] I am reading the progress updates and I know the latest expected completion date.

Before settlement

- [ ] My finance is confirmed for the settlement date.
- [ ] My KiwiSaver withdrawal has been applied for.
- [ ] I have walked through the home and listed anything to fix, in writing.
- [ ] The home is insured from the date my lender requires.
- [ ] My solicitor has the code compliance certificate and the title.
- [ ] If I bought a unit title, I have the pre-settlement disclosure statement, at least five working days before settlement.

16 — QUESTIONS

Questions to ask about any development

01	Which homes are still available, and what is the price of each one?
02	What exactly is included in the price?
03	Who is the developer, who is the builder, and what have they built before?
04	Am I signing one agreement or two, and whose name is on each?
05	Where is the build up to today, and when is completion expected?

06 What happens if completion is late?

07 Where is my deposit held, and what happens to it if the sale does not go ahead?

08 What kind of title will I own, and what does it share with other owners?

09 Is there a long-term maintenance plan, and is the maintenance fund large enough for the repairs in it?

10 Are there ongoing costs, such as a body corporate or a residents' society?

11 What warranty does the builder give, on top of the law's?

12 Who do you work for?

SOURCES

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

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

The Law Association and REINZ: Agreement for Sale and Purchase of Real Estate, Eleventh Edition 2022 (4), sample

Kāinga Ora: KiwiSaver first-home withdrawal

Kāinga Ora: First Home Loan

Inland Revenue: Getting my KiwiSaver for my first home

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

Reserve Bank of New Zealand: Understanding debt-to-income (DTI) restrictions

Building Performance (MBIE): Homeowners, know your rights to build it right

Building Performance (MBIE): Implied warranties and defects

Building Performance (MBIE): Once building work finishes

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

Legislation NZ: Building (Residential Consumer Rights and Remedies) Regulations 2014

Legislation NZ: Real Estate Agents Act 2008

Unit Titles Services: Pre-contract disclosure statement

Unit Titles Services: Pre-settlement disclosure statement

Unit Titles Services: Unit title maintenance (long-term maintenance plans)

settled.govt.nz: Understanding the types of ownership

settled.govt.nz: Settling on settlement day when buying

LINZ: Subdivision registration requirements

Real Estate Authority: Find a real estate professional

Real Estate Authority: Public register

Real Estate Authority: The complaints process

Real Estate Authority: Marketing and advertising

Companies Office: The role of the Financial Service Providers Register

Companies Office: New Zealand Companies Register

Licensed Building Practitioners: register

Consumer Protection: Consumer Guarantees Act

Comcom: 2007 settlement over misleading advertising of a four bedroom home (20 August 2007)

Property Council New Zealand and Property Institute of New Zealand: Guide for Measurement of Residential Properties

Auckland Council: About property files and LIM reports



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