



BUTLER ESTATES



BUYER'S GUIDE

Buying Property in Phuket

The twelve steps, from first brief to keys

12
STEPS

49%
CONDO FOREIGN
QUOTA

30 years
LEASE CAP

2%
TRANSFER FEE

\$0
BUYER PAYS



Buying property in Phuket as a foreigner is a twelve-step process, and none of the steps is hard once you know the order. You decide how you will own it, set a budget that includes the costs on top of the price, pick the area, choose between a completed home and off-plan, then move through enquiry, viewings, reservation, due diligence, contract, funds, transfer and keys. The law is national, so buying property in Thailand follows the same path on Samui or in Bangkok; what changes in Phuket is the stock, the prices and who you are dealing with. Here is each step, what it involves, and what I do at it.

BEFORE YOU LOOK

Step 1: Decide how you will own it

A foreigner can own a condominium outright, can hold a villa on a registered lease of up to 30 years, and cannot own land. That one sentence settles most of the structure questions before you look at a single listing.

Condominiums are freehold for foreigners inside the building's foreign quota: no more than 49 percent of the total floor area of a registered condominium can be foreign-owned, and the funds for the purchase must come into Thailand from abroad in foreign currency. Both rules are in the Condominium Act. Villas sit on land, and the Land Code does not allow a foreigner to own it, so a villa is held on a lease registered at the Land Department. Thai law caps a lease of land or buildings at 30 years. A lease written for longer is cut back to 30 by the statute itself, and the Supreme Court ruled in Judgment 4655/2566 that promised renewals written into the same agreement are void.

The third route, holding land through a Thai company you control, is under active enforcement and is not a structure I would put a client into for a home. I have written about why in the nominee company piece. The full picture of all three, with the questions to ask on each, is in Foreign Ownership in Phuket: How It Actually Works, and the lease ruling is explained in the 30+30+30 piece.

What I do at this step. I ask what you want the property to do for you, for how long, and who should have it after you. The answer usually points to one structure, and the shortlist is built around that rather than the other way round.

Step 2: Set the budget, including the costs on top

The price on the listing is not the price you will pay; allow roughly 2 to 4 percent on top for a freehold condominium and around 1.5 percent for a leasehold villa, legal fees included.

The transaction costs, as they fall at the Land Department:



COST	RATE	WHO USUALLY PAYS
Transfer fee (freehold)	2% of the official appraised value	Negotiated, often split
Specific Business Tax	3.3% if the seller has held under five years	Seller
Stamp duty	0.5% where Specific Business Tax does not apply	Seller
Withholding tax	1% for a company seller; progressive for an individual	Seller
Lease registration (villa)	1% of the total lease value plus 0.1% stamp duty	Negotiated, often split
Legal fees	฿50,000 to 100,000 for a straightforward purchase	Buyer

Two things buyers get caught by. The 0.01 percent transfer fee you may have read about applies only to Thai individuals buying at or under ฿7 million; it has been extended to 30 June 2027 and it does not apply to you at any price. And "buyer pays all transfer costs" appears in some contracts hoping nobody reads it, so the split goes in writing at step 9. The running costs of ownership, which is where budgets actually go wrong, are laid out in What Buying in Phuket Actually Costs.

What I do at this step. I give you the arithmetic before you make an offer, not before you view: the fee split, the seller's likely tax position, and the honest monthly running cost for that house or that building. A viewing costs you an afternoon; an offer on the wrong numbers costs more.

Step 3: Choose the area

Phuket is not one market, and the right area depends on how you will use the property. A villa that rents weekly on the Bang Tao side will not rent on the same terms in parts of Thalang, and a condominium that suits a Patong investor would frustrate a family in Cherng Talay.

In one line each, for the areas I have written full guides on: Bang Tao is the established, busy end of the bay with immediate rental uptake. Layan is the quiet end, villas and branded residences, one road in, and I expect it to become the more upmarket end within five years. Cherng Talay is the villa heartland behind both, with the schools. Surin is the classic prestige address. Kamala runs from town villas to Millionaire's Mile. Thalang and Pru Jampa are the inland value belt, 15 to 30 minutes from the coast depending on the hour. Patong is a condominium and yield market rather than a place most of my clients live.

What I do at this step. I drive it with you, or for you. The area guides are my opinion written down; the viewing week is where it gets tested against what you actually want.

Step 4: Choose completed or off-plan

A completed property can be inspected, priced against what has sold, and transferred in weeks; an off-plan purchase is a contract with a developer, and what you are buying is the developer's ability to deliver.



Off-plan is the larger part of Phuket's villa market and I sell it, so this is not a warning against it. It is a different purchase. The deposit and payment schedule are staged to the build, you hold a contract rather than a property until the final payment, and the question that matters more than any render is what this developer has actually finished before. Track record means delivered projects, not a sales gallery. The questions I put to every developer before a client pays a reservation fee are in Will This Developer Finish Your Villa?, and the payment mechanics are in Buying Off-Plan in Phuket: The Questions That Matter.

Branded residences are a category of their own, mostly off-plan, and the brand on the gate is a licence rather than a guarantee. Start with Branded Residences in Phuket: What the Brand Buys You.

What I do at this step. I am paid by the developer on an off-plan sale, and I can work with all of them, so I am not attached to any one project. That is the position you want the person advising you to be in.

THE TRANSACTION

Step 5: First enquiry and the brief

The buying process starts with a brief, not a listing, and the better the brief the shorter the search. A useful brief has five things in it: how you will use the property, your budget including the costs above, the areas you are open to, whether you need it finished now or can wait for a build, and who will own it with you or after you.

Three properties is where a brief starts, not a limit. I will send three that fit, with the trade on each stated plainly, and your reaction to those three tells me more than the brief did. Buyers pay nothing for this; the seller or developer pays on completion.

What I do at this step. I take the brief on a call, not over WhatsApp, because the questions that matter are the ones you have not thought to ask yet. Then I look across a wider pool than the website shows, including some properties not marketed publicly.

Step 6: Viewings, in person or from abroad

A viewing week in Phuket settles in five days what months of browsing cannot, and if you cannot travel, a walked video of each shortlisted property is the next best thing. Most of my clients buy on a first or second visit; some buy from abroad on video and a lawyer's report.

In person, the viewing is as much about the road, the neighbours and the hour of the day as the house. I schedule viewings so you see the access road in traffic, not at 10am on a Sunday. From abroad, I walk the property on video the way a buyer would walk it, name the trade in the room where it shows, and send it before any call so you have questions ready.

What I do at this step. I plan the week around the shortlist and the areas, drive you between them, and tell you what I would weigh on each. I will also tell you when I would not buy a particular property, which is the point of having an advisor rather than a listing portal.



Step 7: Reservation and deposit

A reservation agreement takes the property off the market for an agreed period while due diligence and the contract are completed, in return for a reservation fee. For a completed property, a deposit of around 10 percent is then paid on signing the sale and purchase agreement. For off-plan, reservation and contract together typically come to 20 to 30 percent, with the balance staged to construction milestones or due on completion.

Two points on the reservation itself. Read what it says about refunds before you pay it: some reservation fees are refundable if due diligence fails, some are not, and the difference is a sentence in the document. And take legal advice on the agreement before the reservation fee, not after; the fee is usually where your negotiating leverage ends.

What I do at this step. I negotiate the terms of the reservation, the price, and the fee split before you sign anything, and I make sure the reservation period is long enough for a proper title check.

Step 8: Due diligence and your lawyer

Due diligence is the step that protects your money, and it is done by an independent lawyer engaged by you, not one recommended by the seller's side. For a straightforward purchase it is a rounding error on the price, and it is the one cost I would never trim.

What the lawyer checks, for a completed property: the title deed (a Chanote, the highest form of title, is what you want for land), any mortgages or encumbrances registered against it, that the seller is who the deed says, that the building has its permits and matches what was built, and that the access road is public or has a registered right of way. For a condominium, add the foreign quota position in the building and the juristic person's accounts, because an under-funded building is a future special assessment. For off-plan, add the developer's licence, the land title under the project, and the construction permit. I have excellent lawyers I can introduce; the choice is yours.

What I do at this step. I am the person between you and the lawyer. I supply the documents, chase the seller's side for what is missing, and translate the lawyer's report into what it means for the purchase.

Step 9: The sale and purchase agreement

The sale and purchase agreement is the contract that governs the deal, and it should say, in writing, every term you have negotiated: price, deposit, completion date, who pays which fees at transfer, what is included in the sale, and what happens if either side fails to complete.

For a completed property the agreement is usually short. For off-plan it is long, and the clauses to read closely are the payment schedule and what each payment is tied to, the completion date and what the developer owes you if it slips, the defects period after handover, and exactly when the title or lease is registered in your name. Under an extended payment plan you are holding a contract, not a property, until the final payment, and the agreement should say so plainly. Thai courts work from the Thai text, so a bilingual agreement should state which version prevails.



What I do at this step. I read the commercial terms against what was agreed, and the lawyer reads the legal ones. Nothing goes in on a handshake.

Step 10: Moving the money

For a freehold condominium, the purchase funds must arrive in Thailand from abroad in foreign currency, and your Thai bank will issue a Foreign Exchange Transaction form recording it. That form is what the Land Department needs to register the unit in a foreigner's name, and it is also the record that lets you take the money out again when you sell.

Send the money in your own currency and let your Thai bank convert it on arrival. Do not let your home bank convert it to baht first. The Thai bank's conversion is what produces the Foreign Exchange Transaction form, and without that form the Land Department will not register a condominium in a foreigner's name. Put the buyer's name on the transfer and state the purpose as the purchase of the specific unit. Open the receiving account before you need it; that takes longer than the transfer does. For a leasehold villa the currency rule does not apply in the same way, but the paper trail is still worth keeping for the day you sell. If your situation involves tax or exchange planning, ask me and I will point you to the right people.

What I do at this step. I make sure the account exists, the remittance is worded correctly, and the form is in hand before transfer day is booked.

Step 11: Transfer day at the Land Department

Transfer happens at the provincial Land Department office, in person or by power of attorney, and it is the day the property becomes yours. The buyer, the seller or their representatives, and usually both lawyers attend. The balance of the price is paid, the fees in the table at step 2 are paid at the counter, and the deed or the lease is registered in your name.

For a condominium you leave with the title deed showing you as the owner and the foreign-quota letter from the juristic person on file. For a villa you leave with the lease registered on the back of the land title deed, which is what makes it enforceable for the full term; an unregistered lease is good for three years and no more. For off-plan, this day comes at completion, after the final payment.

What I do at this step. I am there. The cashier's cheques are the right amounts, the documents are in the right order, and nobody is surprised at the counter.

Step 12: Keys, and the first year

The keys are the start of owning, not the end of buying. The first year has its own list: utilities into your name, the condominium's management fees and sinking fund, building and contents insurance, and, if the property will rent, a manager and a plan for the tax on the rental income.



Two things worth doing in the first month rather than the fifth. First, succession: a foreign-owned condominium can be inherited, but what your heirs can keep depends on their own eligibility, and a lease ends with the lessee unless the agreement says otherwise. Both are covered in Can My Children Inherit My Thai Condo? and the leasehold succession piece. Second, visas: owning property does not of itself give you a visa. Some off-plan schemes include a Thailand Privilege membership with the purchase, and there are investment-linked routes, but the thresholds and conditions change. I have an internationally regarded partner who advises on the right option, and I introduce every client who needs one.

What I do at this step. I stay in the picture. The same number that found you the property answers the questions that come after it, including the one about selling.

How long it takes

PURCHASE	OFFER TO TRANSFER	WHAT SETS THE PACE
Completed condominium	Four to eight weeks	Funds arriving with the right paperwork
Completed villa, leasehold	Six to ten weeks	Title check and lease drafting
Off-plan	Weeks to contract; transfer at completion	The build schedule, which is the developer's, not yours

These are typical timings from the purchases I see, not fixed rules, and a buyer who has the account open and the brief clear is at the short end of each.

The questions buyers ask

Can a foreigner buy property in Phuket?

Yes. A foreigner can own a condominium outright within the building's 49 percent foreign quota, and can hold a villa on a registered lease of up to 30 years. Foreigners cannot own land.

Is buying property in Thailand the same process as in Phuket?

The law is national: the Condominium Act, the Land Code and the Civil and Commercial Code apply everywhere. The steps above are the same in Bangkok or on Samui; the stock, the prices and the local Land Department office are what differ.

Is a 30-year lease safe?

A registered 30-year lease is secure for 30 years. Renewal promises written into the same agreement are not enforceable, so value the property as a 30-year asset and read the 30+30+30 piece before you commit.



Do I need to be in Thailand to buy?

No. Reservation, contract and transfer can all be handled by power of attorney, and I walk properties on video for buyers abroad. Most of my clients visit at least once; it is not required.

How much deposit do I need?

For a completed property, a reservation fee and then around 10 percent on signing the agreement. For off-plan, reservation and contract together typically come to 20 to 30 percent, with the balance staged.

Do I need a lawyer?

Yes, an independent one engaged by you. Budget ฿50,000 to 100,000 for a straightforward purchase. I can introduce you to several.

Does buying property give me a visa?

Not by itself. Some off-plan purchases include a Thailand Privilege membership, and there are investment-linked visa routes with their own thresholds. I introduce clients to a specialist partner for this.

What does Butler Estates charge a buyer?

Nothing. The seller or developer pays on completion. I work with buyers and sellers across Phuket, and the advice is the same whichever side you are on.

Wherever you are in the twelve steps

If you are at step 1 or step 11, the next move is the same: message me and tell me where you are in the process. Butler Estates and my partners take a buyer from the first brief to the keys, and the buyer pays nothing. No obligation, no sales pitch.

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PHUKET PROPERTY ADVISORY



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This guide is general information, not legal, tax or investment advice. Sources: Condominium Act B.E. 2522 ss.19 and 19 bis; Land Code; Civil and Commercial Code ss.538 and 540; Supreme Court Judgment 4655/2566; Ministry of Interior notifications of 1 July 2026. Deposit norms and timings are my experience of the Phuket market, not statutory. Fees, taxes and thresholds depend on your circumstances and change over time. Take independent legal advice before committing to any purchase or lease in Thailand.