

A FIRST-HAND, STEP-BY-STEP GUIDE

The Foreigner's Guide to Leasing Land in Thailand

From finding the plot to the day your lease is registered:
what I did, what it cost, and what to ask your attorney.

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Personal experience, not legal advice. Always use your own Thai attorney.



Before you start

This guide shares my personal experience leasing land in Koh Samui. It is not legal advice, and every deal is different. Hire your own Thai attorney, and have them review every document before you sign or pay anything.

What's inside

- 1 Find the land, negotiate, and lock it in writing**
Sourcing, the deal terms, and the reservation agreement
- 2 Due diligence**
What my attorney checked, and the official survey
- 3 The lease and the additional terms agreement**
Two documents, what each covers, and what they cost
- 4 Escrow**
Keeping the money neutral until the deal is done
- 5 Closing day**
Power of attorney, taxes, and the documents you receive

Costs in this guide

Every fee I mention is what I paid, in Thai baht (THB). Prices vary by attorney and by how much work is involved, so always ask for a written quote.

STEP 1 · SOURCING AND NEGOTIATING

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Find the Land, Negotiate, and Lock It in Writing

The reservation agreement is where every negotiated term goes in writing, so nothing is misunderstood when the sales contract and lease are drafted.

Hire the right help first

Work with a Thai attorney who can communicate with you in your native language. Have the reservation agreement, and every legal document after it, translated into your language **on the same document you will sign**. When both languages sit side by side in one document, you and the landowner are reading the same terms and nothing is lost in translation.

Sourcing the land

I looked at dozens of plots, developments, and private owners before I found mine. It came from a Facebook Marketplace listing posted by a local agent at a well-known brokerage. **Do not compromise on your must-haves**. Only settle if the right plot truly does not exist or is out of your budget. Write your must-haves down before you start looking.

Private owner vs. developer villa

Buying from a private owner, as I did, lets you negotiate extra terms. In my case the full 30-year lease was paid upfront. With a developer, you typically pay for your lease through payments spread over the 30 years, and you may not be able to add extra terms. If you are considering a 30-year lease on a developer's villa, ask before you sign:

- Who owns the structure?
- What happens at year 30?
- Can terms be changed or added?

What I negotiated

- **Price:** negotiated through the agent, who dealt directly with the owner.
- **Lease term:** 30 years, the standard for foreigners. The land was originally going to be sold freehold, so I paid the full lease upfront. That made the seller open to my extra terms.
- **My plot:** a 300 sq m portion (75 square wah) of a larger parcel. The neighboring portion is leased separately by another lessee, and both leases were registered at the same time.
- **Transfer costs:** split 50/50, roughly 1.1% of the purchase price.
- **Structure ownership:** I own the villa I build, which gives you leverage at renewal or resale.
- **Renewal and resale:** a renewal for another 30 years, or a transfer to a new tenant who receives a fresh 30-year lease, not the remainder of mine.

What can and cannot be registered

Under Thai law, only the 30-year lease and ownership of the structure can be recorded on the lease filed at the Land Department. The renewal and resale terms live in a separate agreement between me and the seller.

Know the risk behind the side agreement

No Thai law guarantees those extra terms. You have to trust the seller, and their heirs, to honor them. I do trust my seller, but I still plan for the worst case. For me this is a lifestyle purchase, not an investment, so I understand what could happen at year 30 if the seller or their heirs choose not to honor the agreement. **Always speak with your own Thai attorney** so you understand what is and is not possible for a foreigner under Thai law.

What about freehold?

Thai law does not allow foreigners to own land outright. Freehold would require a legitimate Thai structure, such as a Thai-majority company in which a foreigner holds up to 49% and Thai shareholders hold 51%. I have not done this, and it is not part of my written agreement. Ask your own Thai attorney whether this route is available to you.

Stay away from nominee schemes

You will hear about shortcuts to “owning” land in Thailand. The most common is a nominee arrangement: a Thai spouse, friend, or company holds the land or a majority stake in your name, while you pay for it and control it in practice. **These arrangements are illegal in Thailand.** Authorities have investigated them, penalties can fall on the foreigner as well as the Thai nominee, and because the arrangement is unlawful you likely have no reliable way to enforce it. Thai shareholders in any company structure must be genuine owners with real money and real control. If an agent, developer, or Facebook group says “everyone does it,” that is a red flag. Walk away from anything that requires a stand-in.

Why the reservation agreement matters most

It takes the land off the market and holds every negotiated term in writing. In my deal, a **10% deposit** was paid after the reservation agreement was signed. It was refundable if the attorney found anything that would prevent construction, such as land defects, protected areas, or unclear ownership.

Checklist: what my reservation agreement covered

- ☐ Agreed price and payment structure
- ☐ 10% deposit, and exactly when it is refundable
- ☐ Refund triggers: land defects, protected areas, anything blocking construction, or the seller lacking clear legal ownership
- ☐ Due diligence period, and who does it (your own attorney)
- ☐ Lease length, renewal option, and resale terms
- ☐ Structure ownership
- ☐ Split of transfer taxes and fees
- ☐ What happens if either side backs out
- ☐ A line stating these terms carry into the final contracts

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STEP 2 · VERIFY BEFORE YOU COMMIT

Due Diligence

My attorney finished due diligence in about a week, well inside the 30 days my contract allowed. The result was a written report in both Thai and English. My deposit was protected the whole time: had the report found a land defect, a protected area, or unclear ownership, I could have walked away with it.

What it cost

A due diligence report typically runs about **15,000 to 25,000 THB**, depending on the attorney and the scope. Mine was **15,000 THB**. It is one of the cheapest and most valuable things you will pay for.

What my attorney verified, and what it means for you

- 1 **Title type.** Mine is a Chanote (Nor Sor 4 Jor), the highest grade of title in Thailand, issued after an official survey with boundaries marked by monuments. *Ask exactly which title type you are dealing with.*
- 2 **Title details.** The chanote number, land number, book and page, survey number, issue date, and issuing office were checked against Land Office records.
- 3 **Registered owners.** My attorney confirmed who legally owns the land. *Everyone on the title must be part of the deal.*
- 4 **Land history.** The chain of title was complete, including past subdivisions and easements.
- 5 **Encumbrances.** No mortgages, usufructs, superficies, existing leases, or habitation rights.
- 6 **Easements.** There were registered right-of-way easements for neighboring parcels. *Ask where any easement runs in relation to your plot and your building area.*
- 7 **Court and legal restrictions.** No court orders, attachments, bankruptcy proceedings, or transfer prohibitions. *This check covers Land Office records only. Ask whether a separate court search is needed to rule out litigation.*
- 8 **Legal access.** The land has road access, checked for distance, condition, and obstructions.
- 9 **Zoning.** Residential development is allowed. *Zoning sets building height and roof style, so know the rules before you hire an architect.*
- 10 **Environmental.** Not in a mangrove, forest reserve, national park, wildlife sanctuary, or marine protected area.
- 11 **Utilities.** Electricity, water, drainage, and telecom are available. *Confirm capacity and connection fees before you build.*
- 12 **Boundaries.** The report was a visual inspection only. It recommended an official cadastral survey, and one was completed before closing.

Official survey: know exactly what you are getting

My plot was subdivided out of a much larger parcel, so due diligence was done on the larger title. An official cadastral survey by the Land Department divided the land into individual lots with exact boundaries and measurements. Ask your attorney to confirm:

- ☐ The survey matches the exact portion you are leasing
- ☐ Your boundaries and total area match your contract
- ☐ How the subdivided portion is registered
- ☐ Where shared roads, access strips, and easements run in relation to your plot
- ☐ Who owns and maintains any shared access road, and who pays for it

Result

Overall legal risk was rated **low**, with no material issues. The report made two recommendations: an official boundary survey, and confirming utilities before construction.

My tips

- Hire your own attorney, not the seller's or the agent's.
- Get the report in writing, in your language.
- Read the recommendations section. That is where the real to-do items are.
- A due diligence report is a snapshot. It covers records only as of the investigation date and is not a guarantee.

STEP 3 · THE PAPERWORK

3 The Lease and the Additional Terms Agreement

A Thai land lease for a foreigner usually involves two documents: one registered at the Land Department, and one private agreement that records the rest of the deal. My attorney drafted both in under a week, in Thai and English on the same document.

Two documents, two purposes

1 THE REGISTERED LEASE

Filed at the Land Department. Covers a defined portion of a larger parcel, for 30 years, for residential use. All registered owners consented in writing.

2 THE ADDITIONAL TERMS AGREEMENT

A separate private agreement with the seller. Covers renewal, transfer, and what happens if things go wrong. Not filed at the Land Department, and the registered lease refers to it.

How mine worked

- **One lease for my 300 sq m portion**, shown in red on a map attached to the lease.
- **Paid in full upfront.** The registered lease shows payments every 5 years, and the additional terms agreement confirms the upfront payment covers the full 30 years and every renewal. Developers, by contrast, typically charge yearly lease fees.
- **My rights:** build within Thai law, zoning, and permits; own the structures; sublease, rent, or transfer the lease.

What my additional terms agreement covers

- **It takes effect** only after the lease is registered and the seller has been fully paid.
- **Renewal:** a new lease is prepared at least 6 months before expiry, and the seller agrees not to refuse or obstruct it.
- **If the lease ends** and the seller will not renew or buy the structures, I can demolish and remove everything, with at least 90 days of access.
- **Transfer or sublease:** to anyone, Thai or foreign or a company, at my own price, without the seller's consent. The seller cooperates on a new 30-year lease, and costs fall on me or the transferee.
- **Sale of land and buildings:** to a Thai person or company, with the seller cooperating and signing.
- **Original chanote:** held by me or a bank, and any release needs both signatures. In my case it is on hold while the larger parcel is subdivided (see Step 4).
- **Breach:** if the seller breaches, I can terminate and demand a refund of what I paid.
- **Heirs:** rights pass to heirs on both sides, and death does not end the agreement.
- **Language:** if the English and Thai versions conflict, the English version prevails.

- **Disputes and changes:** good-faith negotiation first, and amendments must be in writing and signed by both parties.

Signing requirements

The lease needs **three original, wet-ink copies**: one for me, one for the seller, and one for the Land Department. It cannot be e-signed, and it is signed in front of a Land Officer. The additional terms agreement is separate and does not need the same original-signature process.

What it cost

Document	Attorney fee
Lease drafting (two leases drafted together)	35,000 THB
Additional terms agreement	25,000 THB

These were my attorney's fees. Prices vary by firm and by how much negotiation is involved, so ask for a written quote before you start.

Checklist: what to confirm before you sign

- ☐ Every registered owner and co-owner, and written consent from each
- ☐ Exactly which portion you are leasing, its area, and the attached map
- ☐ What the registered lease says about payment, and an additional terms agreement that matches it
- ☐ Which language controls if the versions differ
- ☐ Who holds the original chanote
- ☐ Renewal, transfer, and sale rights in writing, and whether the seller must cooperate
- ☐ Names, dates, and spellings correct in every document
- ☐ Three wet-ink originals prepared for signing
- ☐ Who owns and maintains shared access roads, and your rights to run utilities across them

STEP 4 · PROTECT THE MONEY

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Escrow: Keep the Money Neutral Until the Deal Is Done

My attorney held the purchase funds in escrow, so neither the seller nor I touched the money until the lease and transfer were complete. Escrow protects both sides: I will not pay for a lease that is never registered, and the seller knows the funds are there.

How mine worked

- **My attorney held the escrow.** The funds sat with a neutral party, not with me and not with the seller.
- **Release happens at the land office.** The funds go to the seller only when the lease is registered and the transfer is completed.
- **I did not need to be there.** My attorney acted for me under a power of attorney.

What it cost

My attorney charged a **1% escrow fee**. From my research, this is a fairly standard rate for Thai attorneys who hold escrow. The fee is 1% of the money the attorney holds and pays out, which is the purchase price minus the 10% deposit already paid to the seller. For example, on a 10,000,000 THB price, the deposit is 1,000,000 THB, the escrow balance is 9,000,000 THB, and the fee is 90,000 THB. Rates vary, so get the fee in writing.

Who holds the original chanote?

The original chanote should be held by you for safekeeping, or deposited in a bank's safekeeping, and releasing it should require both parties' written consent every time. My situation is different. My plot is part of a large parcel that is being subdivided into many plots, and it is not safe for the owner to let one buyer hold the single chanote that covers every plot. Once a separate chanote is created for each plot, mine will be held the safe way described above.

If you are buying part of a larger parcel, ask your attorney whether your plot will get its own chanote and when, who holds the original in the meantime, and what is in writing about releasing it.

Checklist: what to confirm about escrow

- ☐ Who holds the funds, and that it is your own attorney or a truly neutral party
- ☐ The escrow fee, what it is calculated on, and when it is due
- ☐ Exactly what triggers release of the funds
- ☐ How the seller will be paid (for example, a cashier's check at the land office)
- ☐ What happens to the funds if the deal falls through
- ☐ A written receipt or confirmation that your funds were deposited
- ☐ Who holds the original chanote, and the plan if your plot is still being subdivided

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STEP 5 · THE FINISH LINE

Closing Day at the Land Office

I did not go to the land office. I gave my attorney a power of attorney, and he signed the documents and completed the registration for me. Afterward I received the fully executed leases, stamped by the land office, and copies of the updated chanote with my name recorded as the lessee.

How closing worked for me

- 1 **Power of attorney.** I authorized my attorney in writing to sign and register the lease on my behalf.
- 2 **At the land office.** My attorney, the seller, and the Land Officer completed the lease signing and registration.
- 3 **Funds released.** The escrow funds were paid to the seller at the land office once the lease registration was completed.
- 4 **Documents delivered.** I received the stamped, executed leases and copies of the updated chanote showing my name.

Fees and taxes

The transfer costs are roughly 1.1% of the purchase price, split 50/50 between the seller and me. The escrow fee (1% of the funds held) is covered in Step 4.

What you should walk away with

- ☐ Your copy of the registered lease, an original signed and stamped by the Land Office
- ☐ A copy of the updated chanote showing your name as lessee and the lease recorded
- ☐ Your signed additional terms agreement
- ☐ Receipts for every tax and fee paid
- ☐ Written confirmation that the escrow funds were released to the seller
- ☐ A check that every name, date, and area in the documents is correct

Tips for first-timers

- **A power of attorney is common, but it is powerful.** Ask your attorney exactly what yours allows, how it must be prepared, and whether it ends once the closing is done.
- **Use an attorney you trust completely.** They will be signing and handling the money on your behalf.
- **Read the documents when you receive them.** Compare them to what you agreed to, and raise any error right away.
- **Protect your documents.** They contain personal details, so never post them publicly.

Follow the journey

I'm Mike, and I'm documenting every step of leasing land and building two villas in Koh Samui, mistakes included. Next up: hiring an architect, choosing a builder, and watching the villas go up.

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Have a question about the process? Send it to me on Instagram or TikTok, and I'll answer the best ones.

One last reminder

This guide shares my personal experience and is not legal advice. Laws and practices change, and every deal is different. Always work with your own Thai attorney.