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PURCHASING PROPERTY IN THAILAND

LAHTI UNIVERSITY OF APPLIED
SCIENCES
Degree Programme in International
Business

Thesis
Spring 2014
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Purchasing Property in Thailand

Bachelor's Thesis in International Business and Logistics 2014

Spring 2014

ABSTRACT

The main purpose of this study is to guide a foreigner to the world of purchasing a property in Thailand. This is meant to help a foreigner (in this case mainly Finnish people) to find more information about purchasing a property in Thailand, mainly in the Pattaya area.

My purpose is to make a small guidebook for foreigners; to help them to know more about the purchasing process of a property in Thailand and what is necessary to know about the documentation and the actual buying process. My main focus is in condominium purchases.

First, I will give information on how the procedures of condominiums and real estate purchases are done in Finland and compare them to the Thai procedure.

This thesis will give information on how to buy a condominium, and how a company can buy property in Thailand. The main interest is to inform how to purchase a condominium as it is the most popular way for foreigners to own property in Thailand.

Gathering information about the process in Thailand was a bit difficult as the real-estate agents were not co-operative to give information. Information for this subject was found in Thai newspapers, by interviews, own experience (this means the case study) and real estate agencies. It was much easier to get information for the procedures in Finland as the real estate agencies were helpful in giving information and materials for this subject could be found in Finland.

Key words: property, purchase, guidebook, real estate, Thailand,

Lahden ammattikorkeakoulu
International business

LEHTINEN, EIRA:

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Kevät 2014

TIIVISTELMÄ

Tämän työn tarkoituksena on tutkia miten ulkomaalainen voi ostaa omaisuutta Thaimaassa.

Työn tyylinä on pieni ohjekirja jolla ostaja voi selvittää mitä tarvitsee tietää ostaessaan omaisuutta Thaimaassa varsinkin Pattayan alueella ja miten osto prosessi sujuu. Työni keskittyy enimmäkseen osakehuoneiston ostoon, sillä se on ulkomaalaisille helpoin ja suosituin asuntomalli.

Esittelen myös miten osakehuoneiston, talon jamaan osto toimii Suomessa jotta oppaan lukijalla on käsitys kotimaassa tapahtuvasta ostoprosessista.

Tarkoitukseni on myös hiukan verrata näiden kahden eri valtion ostoprosessia.

Työn teko itselleni oli mielekästä tosin ongelmia materiaalin niin kirjoitetun kuin suullisen löytämisessä oli paljon. Paikalliset kiinteistövälittäjät eivät olleet kovinkaan avuliaita, sillä heillä oli omat pelkonsa siitä että tämä opinnäytetyö mahdollisesti vähentää heidän mahdollisuuksiaan saada uusia ostajia.

Tietoa kuitenkin löytyi paikallisista lehdistä, haastattelemalle, omalla kokemuksella ja jonkun verran kiinteistönvälittäjiltä.

Suomessa saman informaation hankkiminen oli huomattavasti helpompaa sillä kiinteistöliikkeet olivat kiinnostuneita ottamaan osaa tutkimustyöhöni ja antamaan apua ja tietoa sekä olemaan mukana ostoprosessissa. Suomessa oli myös huomattavasti helpompi löytää kirjallista materiaalia kiinteistön hankkimisesta ja asunto-osakkeista.

Avainsanat: kiinteistö, osto, kiinteistövälitys, Thaimaa,

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1. PROCEDURES WHEN BUYING PROPERTY IN FINLAND

The purpose of the study is to give information about the purchasing procedures in Thailand. However, I think it is vital for the reader to understand the same procedures in his or her home country, Finland. This will help the foreigner to understand the legal entities and procedures needed when purchasing property in Thailand. I will introduce the buy procedure when buying a flat and real property in Finland as they are the most popular property purchasing methods in Thailand. After this it will be much easier for the reader to compare these procedures between the two countries.

1.1 General Review

Basically anyone, either a Finnish person or a foreigner, is able to buy real estate and property in Finland as long as they are capable of showing where the finances for these purchase comes from. This means that there must be documentation to prove loans, mortgage or other legal assets. These documents will show that there will be no illegal money transferring.

It is relatively quick and easy to buy property in Finland, since the property buying process has been simplified in recent years.

When choosing a property the buyer should examine all documents related to property, for example, the certificate of title. The real estate agent is the one who gathers all this information on behalf of the client. After the buyer has determined that the property reaches his or her standards, negotiation about the purchase can be started. After the negotiations a preliminary contract, binding to both parties, is made.

Lawyers are not necessarily needed when making these contracts as the real estate agents and bankers are all able to make these binding documents.

1.2 How to find property

Estate agents are always a useful way to get an insight into what is currently on the market. However, agents' fees can be quite expensive (currently the expenses has been around 5%), So, if one is not willing to pay the fees of a real estate agent it may be better to look in the private sector. There are many properties that have been sold before any advertising has been done. This is due to word-of-mouth. So, if there is possibility that one knows there is a property coming to the market, one should take a look at it before it hits the market. Working with a real estate agent can be more useful as the agent is the one who deals with all the documents, paper work and procedures on behalf of the client. This means the clients do not need to worry about every paper by themselves as it is the real estate agent's job to make sure every detail and every document is done according to the Finnish real estate law.

Classified advertisements that are placed in both local and national newspapers are another way to search for property. Most newspapers have a property supplement every Sunday for property hunters to look through. Also the websites of real estate companies have many properties to search for. The websites have search engines so that when specific information of the location and property are given the web-site finds you the property that is available on the market for that specific real estate agency. One good example of this is the website of huoneistokeskus.fi.

Some banks, insurance companies and foundations also have quite large amounts of information on available property. A good example of this is Osuuspankki. They can offer guidance not only on house hunting, but also on financing options, types of ownership and rental opportunities. Some banks and foundations may even own properties that they let out, so it should be worth at least to visit some banks to find out what they have available.

1.3 Types of housing

There are different types of property to buy in Finland, though their availability varies according to location within the country. These are the most common types of property:

- Blocks of flats (condominium units)
- Terraced housing
- Detached housing

Blocks of flats are the most common types of property in Finland. Flats can be found in different sizes; mostly the flats are small one or two bedroom units with a kitchen. The price of a flat can be determined by its size, condition of the unit, possible expenditure of renovations in the block of flats and the location of the unit. You can also find flats in more rural, natural surroundings and these blocks of units can be cheaper because of their location.

Detached housing is also a popular option, as the vast majority of Finnish homes are well equipped with excellent central heating and sewerage facilities. Most properties were built no earlier than the 1970s. Detached housing is generally only found in remote areas away from the centre of the cities.

Terraced housing can be found in more urban areas and is becoming increasingly popular among property hunters as a terraced house has both the qualities of the block units and detached housing. The terraced housing systems is also similar as to a block of flats as the terraced house is, in a way, a sort of units.

Nearly every Finnish property has access to piped water and hot water from the tap. Most Finnish homes piped water is heated by electricity and is generally well insulated. The properties that do not have the luxury of piped water and electricity are usually water-front summer cottages.

Part-ownership and right-of-occupancy housing are alternatives to the traditional forms of owning and renting property. Residents in right-of-occupancy housing pay a right-of-occupancy fee, which is a share of the purchase price of the dwelling, and then a monthly maintenance charge.

A right-of-occupancy house cannot be bought outright. Residents in part-ownership housing buy part of the dwelling immediately. Residents pay rent to begin with and can later become the full owner of the property.

The type of housing people choose depends on their life situation. Part-ownership and right-of-occupancy housing are alternatives to owning property and renting. Comparisons compiled by the authorities and the banks on the advantages and disadvantages of different types of housing can be of help in choosing the right type of housing.

In addition to the type of housing, financing methods also have an impact on the costs of housing. Taking out a mortgage is a long-term solution, so the decision to take out a loan and the terms and conditions of the loan should be considered with care. The consumer authorities and banks can give advice on questions concerning financing.

2. TYPES OF OWNERSHIP IN FINLAND

Direct ownership: Owning property in Finland generally means you own the land as well as the buildings on it. This means the buyer will get the liabilities and responsibilities of the full property that he/she owns. However, in some cases you can only own the building and have a lease agreement on the land, with the landowner, usually the municipality or the city. In bigger cities these leases can be 30 or even up to 50 years, time-wise. This means that the owner of the house is leasing the land the house is built on and pays rent to the municipality or the city. There is a public registration system for direct ownership and the land lease agreements. Direct ownership and land lease agreements are registered in the Land Register.

Owner-occupied housing: Around half of all owner-occupied housing is owned and managed by housing companies. These companies issue the right to shareholders to live in their properties; In exchange of selling shares. Residents pay a monthly fee to the company to cover utility bills and can also influence the housing company's policies at open meetings.

Owner-occupied housing that is not owned by a housing company will generally be privately owned. In any case, the majority of owner-occupied housing consists of detached houses.

Part-ownership housing: The ownership of the property is shared between a groups of people. Residents initially buy a 15% share of the property's ownership rights and are then entitled to reside there for a fixed period of time, during which they must pay rent to the majority owner. At the end of the fixed time period, residents have the option to buy the property.

Certain financial and social factors can determine whether you are eligible to participate in a state-subsidised part-ownership scheme. Otherwise you can only engage in market-financed part-ownership schemes organised by housing companies.

Right-of-occupancy housing: Similar to part-ownership housing, residents pay for a 15% share of the accommodation as well as the monthly utility fees. The

difference is that residents are not necessarily given the choice to purchase the property at the end of the agreement.

There are also state-subsidised and open-market schemes similar to part-ownership housing agreements.

3. PURCHASING PROCESS

When using a real estate agent both the buyer and the seller of the property play a very small role in the purchasing process. Once the buyer is satisfied that the property meets their requirements, they need only to agree on a sale price with the seller. This means that the buyer should have all the information about the property's management, liabilities and responsibilities. The buyer should also find out if the seller has rented the apartment e.g., to someone as the lease binds the buyer as well. This information should be provided by the real estate agent. Almost all other technicalities of the transaction are handled by the estate agents and the bank.

When the buyer and seller have made an agreement they must notarise the deed of sale in the presence of a public notary. The agreement should be in writing, signed by both parties and contain the following information:

- Name of buyer
- Name of seller
- Object of purchase
- Purchase price
- Possible subsequent conditions

Both the buyer and the seller also need to show some form of personal identification to the notary, otherwise the agreement will be deemed null and void.

The buyer must pay a transfer tax before becoming the registered owner of the property. This is 4% of the value of the property and can be paid at any local bank, directly at the Tax Authorities or online. The bank or public notary will be able to advise you if you need help with this process. Also, when making the purchase with the help of a real estate agency, the agent will do this procedure on behalf of the buyer.

Only when the transfer tax has been paid can the buyer apply to register the property at the Land Registry. This must be done at the district court in the region in which the property is located, within 6 months of purchase. There is a small registration fee to be paid. The following documents should be submitted with your application:

- Original sales agreement
- Verified copy of sales agreement
- Receipt of paid transfer tax
- Receipt of paid registration fee

The registration process generally takes at least a week to complete, and sometimes slightly longer.

Once the documents are all in place, the buyer and the seller are simply required to sign the papers, agree on a move-in date and the purchasing process is done.

All-in-all it takes approximately two weeks to complete all the administrative procedures when buying property in Finland.

3.1 Purchase of a flat

A flat is a part of a block of units. A company owns the whole building but the individual flats are owned by a person or company that has the shares that gives the right to own the flat.

Before purchasing a flat the following need to be taken into consideration:

- certificate of the housing manager
- profit and loss account
- rules of order

The certificate of housing manager gives ~~the~~ information of the block of units, such as when it was built, plumbing, heating etc., and future renovation plans. It also shows how much the maintenance fee is for example.

The profit and loss accounts show the state of the financial aspect of the housing association.

Before the purchase one must make sure that the seller is the true owner of the property. The information of the true owner can be found in the certificate of the housing manager; the same information should also be provided on the actual share. Also, the buyer should make sure that there are no restrictions that the seller is not able to sell the property, e.g., debt recovery procedure, source or that the property might belong to a widow. The block of units might also have a redemption cause. This means that those who already own shares in the block of units are allowed to buy the flat you are wishing to buy before you, with the selling price you have agreed on.

After all this information is given and taken care of you must be sure that the owner has the original share. This can also be found in the bank if the seller has a mortgage at the bank. When sealing the purchase the buyer must make sure that the seller makes a mark on the share that the ownership has been transferred to the buyer.

Before the purchase the buyer should also make sure if the apartment is really available after the purchase. In other words, has the apartment been lived-in by the seller or is the apartment rented to someone else. If rented the lease gives liability to the buyer as well.

The buyer should make an offer of purchase for the flat if sure that the property is what one wants. When making an offer one should also give a timeline when the offer should be accepted or not. It is usual that there is a deposit paid after the seller has agreed to the offer. This is usually about 4% of the purchasing price.

The final step of the purchase is the actual purchasing contract that is written. All the conditions should be written clearly on the contract so to avoid any

misunderstandings in the future, with the agreement. If a real estate agent is used while making the purchase he/she will draw-up the contract.

After the contract is done the transfer tax should be paid and the housing association (housing manager) informed that the flat has changed owners.

4. PURCHASE OF REAL PROPERTY

The purchase of a real property is an official legal act, which must be done in a specified form. If the specified form is not concluded, the sale is not binding. The specific form must also be followed when buying non-separated land areas or specified shares of a real property. The specified form includes a written document with the main terms, and the signatures of the parties and a special public purchase witness, e.g., notary public. The signatures must be drawn at the same time. A public purchase witness can be found, e.g., at the local court, at the Local City Administrative Court, or in the District Survey Office.

The purchase agreement for a real property must include certain terms. The obligatory terms are:

- The intent to convey
- A specification of the real property (or a part of it) to be conveyed
- The seller and the buyer
- The price or other compensation

Usually the agreement also includes at least the following terms:

- Time to pay the purchase price or other compensation
- Time to transfer the possession of the real property
- Arrangement of mortgages, if there is any
- Limitations of liability for the building

A private person, if married, also needs the permission of his/her spouse to sell the home of the family, even if the spouse does not own a share of the property. The purchase agreement is made in at least three copies, one for both of the parties and one for the public purchase witness who also checks that the legal form has been followed in the transaction.

The public purchase witness then informs the local survey office and the municipality on the purchase.

The seller has duties to the buyer. All information given by the seller to the buyer must be true and sufficient and all the information, which may have an influence on the buyer's decision, must be given. In spite of this the buyer is also obligated to inspect the property carefully and cannot afterwards claim for such matters he/she should have noticed before the decision. Post-purchase problems may concern, e.g., the extent of the land or the building, the condition or the faults of the building. Also, environmental matters have become more important. During the past few years it has been usual to let specialists investigate the building and the soil before the purchase, especially if the land has been in industrial use.

If the sold property is not in the condition that the seller has stated and the buyer has expected, the buyer may be compensated for the fault, or in more serious cases, the buyer may have the right to cancel the sale. The liabilities of the seller may be limited in the purchase agreement but the limitations must be specified. Normally the term guarantee is five years from the purchase date but can be longer if the faults are serious.

5. REGISTRATION OF THE PROPERTY

After the purchase of a real property the buyer is due to register the title at the local court within six months from the purchase. The original purchase agreement and a copy of it are required. The transfer tax (4% of the purchase price) must be paid when applying for the registration. The delay penalty is quite heavy. If the registration is delayed, the transfer tax will increase 20% to 100% of the amount of the original tax.

A real property is specified as a register unit, a piece of land (or water). The unit may also include several separate parcels, which is common especially outside detailed plan areas. The specification includes a register code number, which consists of the number of the municipality, district block and finally the number of the real property unit.

The register code helps in identifying the real property and finding all the registered information needed. In addition to the register code the real property can be traced out with official boundary marks or coordinates. Outside the detailed plan areas the real properties normally also have names, in addition to the register numbers. In subdivisions a new unit receives a new register number and the mother property nowadays keeps its register number.

Besides the registered real property units ~~also~~ unseparated land areas can also be owned and purchased.

These pieces of a real property will be subdivided after the transfer of the ownership of the land area is registered in the Land Register. A real property unit may also be divided in specified shares of two or more owners and these shares (e.g. 1/2 or 1/5) may be sold. The specified shares of a real property are registered only in the Land Register (ownership), and there is no obligation for such a real property to be divided, unless the owners want to.

The public Land Data Bank System includes the Real Estate Register and the Land Register. The Real Estate Register is kept by the District Survey Offices and by some municipalities. It includes information of the real property units, how the

land (and water) is divided, what the process has been, and also the information on easements and special rights. The register also includes the register map and the archive of official cadastral survey documents. The information from the Real Estate Register is given exactly, and it is public information available for all.

The Land Register includes the Register of Property Ownership and Mortgages. The Land Register is kept by the Local Courts and it includes data of the ownership of the real property, and the mortgages and different kinds of special rights. The information from the register is public and available for all. The information can be received from the local authorities and also directly from the Internet for registered users.

Information from the ownership register is given in a Certificate of Registration of Title, and the information of the mortgages and special rights is given in an Abstract of Title. All this information and the extract are public. The correctness of the information in the Land Register is secured by law.

6. TRANSFER COSTS

Fees		Who Pays?
Real Property		
Transfer Tax	4 %	buyer
Registration	0.05% -	
Fees	0.10%	buyer
Estate Agents' Commission	3% - 5% (+22% VAT)	seller
Costs paid by buyer	4.05% - 4.10%	
Costs paid by seller	3.66% - 6.10%	
ROUNDTRIP TRANSACTION COSTS	7.71% - 10.20%	

6.1. Transfer tax

In a real estate transaction the buyer must pay a transfer tax before assuming legal possession of a property. Transfer tax for real property, building and land lease with building is 4% of the purchase price. The tax must be paid within the registration, which is six (6) months from the purchase. If the registration is delayed, the transfer tax will be increased from 20% to 100% of the amount of the original tax.

A transfer tax equal to 1.6% of the purchase price is paid for share transactions. After the purchase the buyer is due to register the company shares and to pay the transfer tax (1.6%) within two (2) months from the purchase, with some exceptions. In a deal with a real estate agent the transfer tax must be paid at the purchase. When dealing with a real estate agent in the purchasing process the agent can take care of the tax on behalf of the buyer. If the payment is delayed, a penalty interest must be paid. The interest varies yearly and it has been approximately 10% to 12% per year.

7. OWNERSHIP AND ECONOMICAL ENTITIES

Private persons and companies can own one or several buildings within one real estate company.

Apart from that, there are also different kinds of partial ownerships and rights of occupancy for residential use. These forms, especially the right of occupancy, are supported by the municipalities, and thus there may also be some limitations for transferring these rights.

8. CASE STRUDY IN FINLAND

I had the opportunity to participate in a case where a condominium was bought in Finland. This time it was made with a real estate agent from OPKK and not just two individuals. The condominium that was bought is located in the Mukkula area in Lahti, Finland.

A real estate agent had drawn-up a contract that both the buyer and the seller had agreed on. All the buyer and seller had to do was to sign the purchasing contract and the buyer had to give two cheques, one for the purchasing amount to the seller and the transfer tax payment to the real estate agent. The agent makes sure that the taxes are paid and all the information of this purchase will go to the tax administrations and to the local authorities. After signing the bill of sales the buyer and the seller agreed on the moving dates and gave each other their contact information in case there might be some changes in the moving dates. After this the buying process was done between the seller and the buyer as the rest of the paper work is done by the real estate and the bank.

9. PURCHASING PROPERTY IN THAILAND

The following chapters will give information, to the reader, on how the purchasing procedure of a property happens in Thailand. The information will cover the same kind of properties that were discussed in the previous chapters about Finland.

9.1 General review

Thailand has so many different types of properties for sale that whatever type your ideal home may be you have to make sure that you do the paper work correctly. Prices are a lot cheaper than in Western countries with the range of properties and locations available. The possibility of finding an ideal property to purchase in Thailand, is not difficult, due the price rate is around 3 to 8 million Thai Baht (about 69,000 Euros to 185,000 Euros). You still have to remember that a foreigner is not able to buy land. A foreigner is only able to purchase land when involved in a company with the majority of the shareholders being Thai.

10. BUYING CONDOMINIUMS

Condominiums are usually one or two bedroom apartments, with a bathroom but rarely with a kitchen. Kitchen supplies that make cooking in these units possible can be found in the market with reasonable prices. The condominiums units however usually have a swimming pool, sauna and game rooms.

Purchasing a condominium is the easiest way to own property in Thailand, because generally you only need to have a buyer's passport and your money transferred from your own bank to a Thai bank. So, this process is the easiest and the most popular one when wanting to own property.

Up until recently foreigners could only own forty percent (40%) of the aggregate unit space. Today this is 49% of the units of the condominium.

Basically any foreigner who can enter Thailand legally can buy a condominium. Legally entering means that your passport and visa are valid.

If you want to buy a condominium, you have to take great care in finding one that will meet your requirements.

In the current market it is best to avoid buying houses that are not yet complete or that are still on a drawing board unless you are absolutely sure of the developer and that the construction of the development will be completed. Unfortunately, many condominium buyers in the past years have paid deposits for unfinished condominiums only to find out that the developer has failed to finish the project or the building has not been started at all or it is standing in a state of partial completion.

Other than taking civil action against the developer or going to the consumer protection board, there really is nothing you can do to recover your deposit. And, it might be that you would not win the case. There still is corruption in Thailand.

The best advice would be to buy in a completed building. When selecting a condominium, location is a very important factor when looking for essential property. This is important whether you want to live in the condominium yourself

or would like to rent it out. The better the location is the higher rent you are able to request. The current rate for a 30m² unit is approximately 20,000- 40,000 baht/month, depending of course on the location. In the Kiangtalay area the rent might be 25,000 Thai baht/month for a 30m² unit and in the Jomtien Beach area the same sized unit approximately 30,000 baht to 35,000 baht/month. As foreigners might not stay in Thailand for the whole year, most of them would like to have extra earnings for renting their unit – thus, many condominiums are rented out. After selecting a good location that provides good transportation possibilities to needed facilities then one should take into consideration the actual building. More about this in the next chapter.

For more detailed information about regulations see Appendix 1.

10.1 Need to know about condominiums

There are things that you have to take into consideration when purchasing a condominium. These are important because without taking all things in consideration you might basically be buying mere promises.

Location of the condominium is important because there might not be access to transportation.

Shopping and dining possibilities should be taken into consideration as well. It is better to have some shopping opportunities even if it means just having a small grocery shop near you. Most of the condominiums that are for sale for foreigners are close by to main services including restaurants.

You should also take into consideration the neighbouring buildings. There might be some pubs or restaurants that will make the neighbourhood noisy in the evenings. Many foreigners like to have a nice view from their balcony, so you should also find out whether there will be new constructions nearby that might hinder the view. If you want to have a sea view from your condominium it would be better to find out about nearby construction before any new construction is made.

Before you go ahead with your purchasing plans you must take a good look at the building. Finding out where all the facilities are and finding out their shape is very important. Electrical shafts, fire escape, alarm systems, any signs of leaks in the floor or wall, shape of the windows and balcony, storage rooms etc. are very important to look at to see if there will be any possible repairs that need to be done.

10.2 Management of the condominium

When you have found yourself the potential property you should find out more about the management of the condominium unit.

Find out if the condominium has any debts. Also find out about the management and maintenance costs and what are included in them. Talking with the other occupants of the condominium building can provide you with surprising amount of information that the real estate agent might not provide you. Find out about the maintenance costs - how much is it and what is included in it. The costs are not high, but there might not be much done for the condominium. Basically, you should find out as much as you can about the maintenance and about the manager. You never know what might happen.

The co-owners of the condominium choose every year a new committee and manager to work for the co-owners of the condominiums. Every year they also have an annual meeting to conduct this. Also in this meeting the committee of the condominium and manager must show the accounting books and the repairs or other constructions they have done for the condominium. Before buying a unit in a condominium unit it would be a good idea to see the previous year's accounting books and all the other available papers about the condominium. It would be also wise to have a conversation with the manager of the condominium to make sure if there are some repairs that need to be done in the condominium.

I had the chance to be in one of these general meetings for my landlord in Pattaya. He had a condominium unit and he gave me a letter of permission to vote for a new committee and manager. It turned out that the old committee had taken

money from the condominium accounts for their own personal criminal court cases – they stated that they would use the money for court cases that were for this condominium.

Also, some money from the maintenance fees that were directed to the repayment of the tiles of the swimming pool had found itself in the pockets of the committee people. In this meeting they finally had an election for a new committee. It looked like the new committee won but the old management made three more illegal meetings to change the vote.

There has been no settlement for these cases, and I have found out that there have been many cases where the management has used co-owners deposit money to their own purposes.

So, in general, it would be advisable to find out about the managers of the condominiums before you buy, so these kinds of surprises do not occur.

10.3 Payments

Now that you have checked everything it is time to do some business and then take into consideration the aspects of payment. You have to look at the deed carefully and make sure that the deed is equivalent to the condominium that you are buying. There is a good descriptions about the condominiums in the documents so you can see what you are actually buying. (See Appendix 5)

Basically you can use any foreign currency to purchase a condominium in Thailand. This is usually either US dollars or Euros. The foreign currency must be transferred into Thailand as foreign currency such as Euros and exchanged by the handling bank in Thai Baht.

For foreigners to be eligible to purchase a condominium in Thailand they must present proof to the Land Department that the funds have been transferred from overseas in a foreign currency. Without such proof the Land Department will not

permit the transfer of ownership to the foreign buyer. The proof of transferred currency is a document called Thor Tor 3. (Appendix3)

You should take note of the following:

- Remittances must be sent in exactly the same name that is on the purchase contract, for example if Jane Smith is the purchaser then the name Jane Smith must appear on the remittance advice. J. Smith or Smith Ltd. is not acceptable.
- Transfers of funds must be made in foreign currency only and not in Thai Baht, for example. If you are doing business in US Dollars then remit in US Dollars. Do not send your money in Thai Bahts.
- Amounts transferred must be more than \$5,000 in order to obtain a Thor Tor 3 form. (The bank will not issue a Thor Tor 3 form for amounts less than \$5,000.)
- The purpose of the remittance must be shown on the remittance advice. This should be "For the purchase of a condominium". The Bank of Thailand's code for this is 5.22.
- You must make sure that the developer or seller sends you copies of the Thor Tor 3 for each of your remittances. If you have these forms it will help you to show in which bank your money is in and when your money arrived. Make sure that the Thor Tor 3 has been issued correctly: the amount that was remitted, the name of the purchaser is correct - exactly the same as on the purchase contract.
- Reason for remittance is correct - It should state 5.22 (Appendix 3).

If the name is wrong inform the developer or seller immediately and insist them to get it corrected on a new Thor Tor 3 form from their bank. This will save you from having endless problems in the future, especially at the Land Department office. (*Aaltonen, Jabadee*)

10.4 Documents for condominium

If you are in Thailand yourself and are buying the condominium in your own name, then you need your passport with your visa and the Thor Tor 3 document. The Thor Tor 3 document is the bank document showing proof that you have brought foreign currency into the country to purchase a condominium.

For more information about each document needed you will find in Chapter 18.

11. BUYING A HOUSE

When buying a house in Thailand some aspects need a closer look especially wiring, water and most importantly the title deed.

Again, check over the title deed and make sure the property is what it says. Some buyers have bought a house only to find the land is on a different title deed and vice versa. The same goes with the boundaries of the property, which need to be the same as the title deed; in Thailand there is no survey pegs as such but it is an important point. Remember that a foreigner is not able to purchase land in his or her own name. For purchasing land you must have a Thai person involved for the purchase.

If buying from a private individual the real estate agent can draw up a reservation or purchase option contract. This contract binds you and the vendor to the sale of the house at a specific price in accordance to schedules you have both agreed on. Such an agreement will include any penalties for default of either party. This is a good idea to do as it then stops either party changing their minds and allows time to secure finance from a bank. If owning a Thai company you can secure finance and also have the house in your company name.

Now that the title is all checked out you can go ahead and translate it into English just to make sure. There are many places where you can do that. If you are buying a new home from a developer, the developer will almost certainly have a standard contract format. The format may vary but always have your solicitor go over the deed and title and anything else in the contract regardless of what the developer shows you.

11.1 Payment for house

A deposit of 10% is usually required to secure the property and the closing payment are usually paid 30 to 60 days later. Longer closing terms are sometimes agreed but usually against the payment of a larger deposit. Deposits are typically non-refundable so save it in the event of default by the seller. Also, bear in mind that once the deposit is placed you are committed to conclude the purchase.

There is typically an equal and corresponding commitment from the seller whereby he/she will commit to a refund of your deposit and payment of a penalty of an equal amount if he/she defaults on the contract. Deposit by a third party is still rare in Thailand, but it is becoming an increasingly recognized way of proceeding. It generally trades off greater security for the buyer's deposit, versus a weakened claim for damages in the event of seller's default. This is done mainly because of the lack of trust between the participants.

Beyond the price, payment and closing schedules, it is important that a contract includes information that who will pay the legal fees, transfer fees and taxes (there is often a business tax and always an income tax assessment made at the point of sale). As well as an understanding of the value at which the sale will be declared - this is typically (for tax reasons) at or close to the government minimum assessed value. (*Paradise City Property*)

You need to have the taxes calculated either with the seller or with a participant who knows how to do the calculation of these various fees and taxes and then, generally, as part of the overall price negotiation, come up with an appropriate result for sharing these costs. There is no rule which participant of the sale pays all the taxes. It can be either the seller or buyer but there must be an agreement about this before the actual purchase occurs. The last place you want to be working out such details is when you arrive at the Land Office.

12. HOUSE WITH LAND

A foreigner cannot own land according to Thai law. If they are willing to buy land with a house they must have a spouse with Thai nationality.

Thai spouses of foreigners are able to own property although it was banned for a long time. In 1999 a new law was issued that allowed Thai spouses and their children with mixed blood with Thai nationality to own land. The amended laws states that a Thai, married to foreigner, can buy or transfer of land if the money involved is the personal property of the Thai person and not joint property with the foreign spouse.

Unfortunately there may be some misconduct with the verification process of the property and this may conduct irregularities. Also, ownership problems after divorce are a bigger problem. Most of the times the foreign spouse does not get anything from the house in divorce as the law see that the main owner is the Thai spouse.

If a foreign spouse does not confirm that the money used to purchase the land is the sole property of the Thai national, or the Thai national informs that the money is jointly owned, the Land Department will not give permission to buy the land.

When purchasing land with a house the Thai national must show identification and certificate of marriage to the offices of the Land Office.

This is not the best choice for a foreigner who is interested in buying property in Thailand. There are many cases where a foreigner, married to a Thai national, has given money to buy land. After that they informed the Land Department that the Thai national solely owns the money used to purchase the land. Later they have found out that they have no right to enter the property after the purchase. This is one way that a Thai national has cheated on the ownership of the property. And, the foreigner has no way to show that the property belongs to him/her as well. So, in purchasing land the foreigner must be sure of what they are doing.

13. BUYING HOUSE AND LAND WITH COMPANY NAME

In Thailand, foreigners are not allowed to own land. However, this does not prevent you from buying. The way round this legislation is to establish a company, with the sole aim of buying the land and house. A Thai national must own 51% of the firm; this means that you must have at least seven shareholders with at least five of them being Thai nationals. The firm will be organized so that you have all the economic and juridical rights. You must make sure that your company is an active company by informing that all the monthly and annual tax compliance are true and you must also show the financial statements or balance sheet at the end of the year to the Thai tax officials. Just making-up a company on paper will not work. You must have a company that actually exists and operates.

When using this system it will be easier for you to buy a car or to get residence permit. The biggest economic risk about buying property in Thailand is when you have to pay the money.

You have to pay at least a 30% deposit, and then the original owner of the house is committed to you. If the amount is less than 30% there is a risk that the house will be sold one more time; even though you thought you had bought the house! It is not necessary to pay the whole amount at once - wait until you are at the surveyor's office and on the same day you get the house or land transferred to the name of your firm.

You will often hear the term "Chanot". A Chanot is essentially a title deed to a land parcel or parcels. It is a legally binding document showing the perimeters and sizes of the land as well as the owner's name. This document is important as it shows what you are actually buying.

14. TRANSFER OF OWNERSHIP OF HOUSE AND LAND

The first thing to do is some hard research work. A reputable real estate agent or lawyer can do this on your behalf. Essentially, the property in question has to match the description in the title deed that represents it; the boundaries of the property need to concur with the boundaries stated on the title deed. No one should dispute the boundaries; the seller has to be confirmed as the owner of the property and there should be no liabilities registered against the property that would prevent the unencumbered transfer of ownership (or obtaining an unencumbered registered lease).

Once all these have been checked out, it is time to move towards the contract. If you are intending to buy a new home from a developer, the developer will almost certainly have a standard contract format (the format of these varies widely depending on the type and progress of the development and as a general rule, you should always have an attorney or an experienced independent realtor read through it and give you an opinion).

When purchasing a completed property from a private seller the standard approach would be to draw up a reservation or purchase option contract. This is a contract which binds you and the vendor to the sale of the house at a specific price in accordance to a specific schedule, and will typically set up penalties for default of either party.

15. PROOF OF OWNERSHIP

Buildings, apart from condominiums, do not have any form of title document, but their sale or long lease can be registered at the Amphur (district) land office. Proof of ownership must be found either from proof of construction or document showing previous sale-purchase. This should not be confused with the house registration form. (Both forms can be found in appendix.)

The Land Office also requires the following things to be taken into considerations before the buyer enters the registration in the Land Office.

1. Travel documents such as passport and visa can be found.
2. Money transport documents (Thor Tor 3).
3. The money transferred should be equivalent to the purchasing price of the property.

16. REGISTRATION PROCESS AT LAND DEPARTMENT

The registration process is to be done at a local Land Department.

The seller and the buyer must show the local authorities the documents they have, regarding the purchase, to the Land Department official who will then check the documents, such as the title deed, Thor Tor 3, and they will be the authority that completes the actual purchase. This means that the Land Department gives the permission to the foreigner to buy the property.

The process in itself is not extremely complicated but it takes time. So when going to the Land Department one should make sure that it might take the whole day to get the process completed. Sometimes “lubricating” the officers with money might help to make the process quicker. It helps to have a local person who speaks Thai to help you to go through with this process.

Table One (1) shows the process and its steps from the beginning to the end.
(Pattaya Land Office)

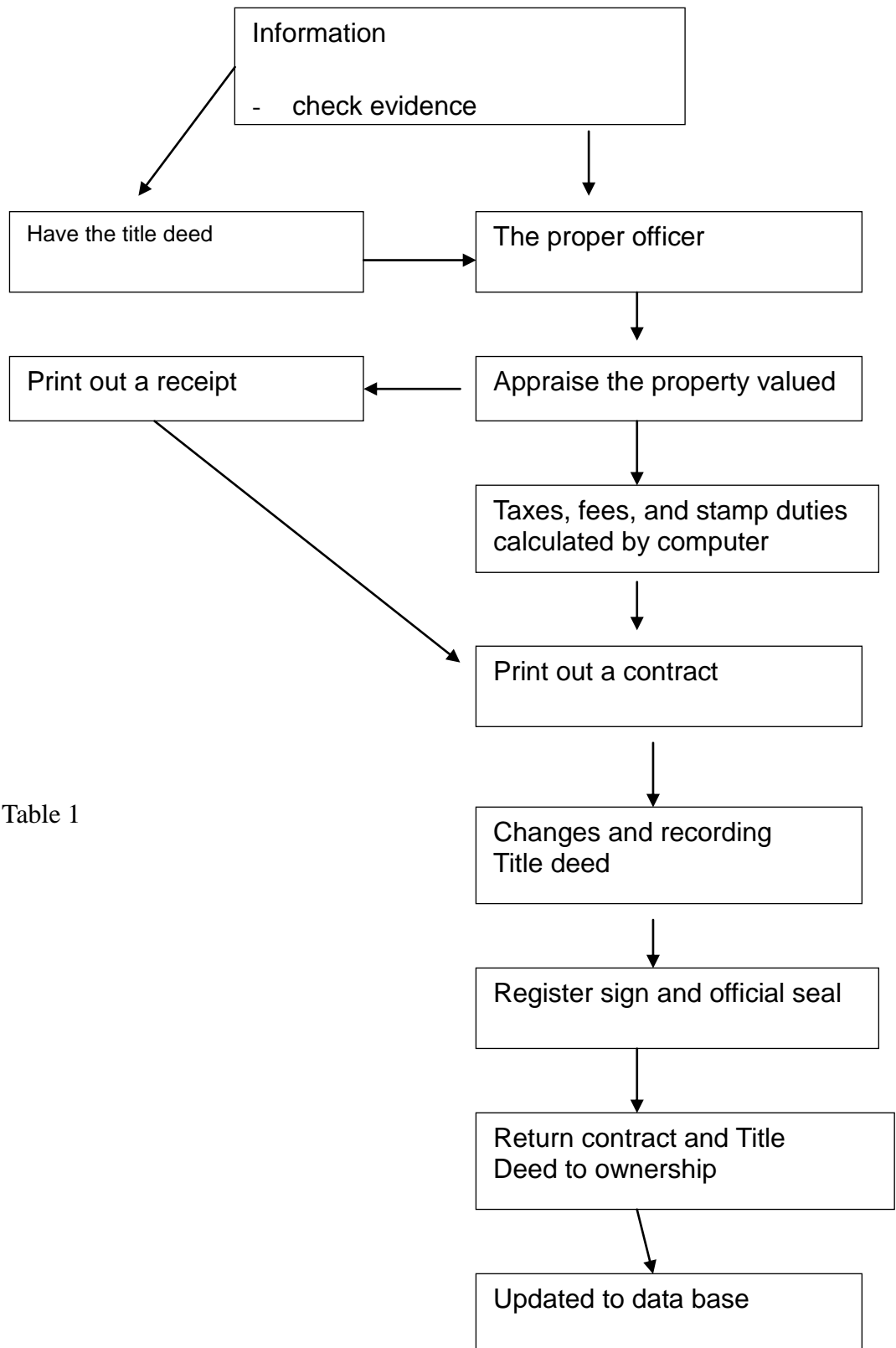


Table 1

17. TAXES AND FEES

Whenever a property in Thailand is bought or sold three taxes need to be paid. Many buyers (especially foreigners) fail to take these into account. It should be decided beforehand whether the buyer or seller will be responsible for paying them.

Because of the peculiar local system of taxing property on an arbitrary assessed value as determined by the Land Department rather than true market value, these taxes could amount to a considerable percentage of the purchase price.

There is a property sales tax of 2% of assessed value or the sale price, whichever is higher, as well as a transfer fee of 3.3% of the assessed value of the land. Also, a stamp fee of 0.5% of the assessed value or the sale price - again whichever is higher. A seller may ask the buyer to accept an official receipt showing a lower purchase figure for the purchase to avoid paying excessive tax. Often, the official receipt shows the value of the property assessed by the Land Department. This receipt will be sent to the Land Department. In this case, you should insist on a second receipt showing the full purchase price and make sure your lawyer keeps a copy in their file of the property purchase documents for you.

However, there is no property sales tax if:

- The seller has owned the property for at least five years.
- The seller has used the property as their primary residence for at least one year prior to the sale.
- The seller received the property as an inheritance.

If you have not determined, during the negotiations, that the seller will pay the taxes upon transfer, you could get a nasty shock when a tax bill arrives - often some 2 or 3 months after the sale is completed - since the seller often neglects to mention this liability. (And after all, why should they tell you if you do not already know or ask? As in all business transactions anywhere, caveat emptor is the rule: Let the buyer beware!)

Once you have acquired the property, you must pay property taxes on it. If you rent out the property, the tax is 12.5% per year on the annual rental revenue. (This is why so many local renters want the lessee to pay tax for them, as they do not want to lose 12.5% of their revenue.)

There is also a tax on non-rental property. This depends on location and land classification, and varies from 0.25% to 0.95% a year.

In addition, if the house is purchased through a company, one has to bear in mind that corporate tax is higher than personal tax, and the cost of setting up the company has to be considered as part of the initial investment outlay, even if this is a relatively modest additional cost - perhaps around \$US 1,000 all told. (*Thai Visa, 2001*)

Then, when you want to sell the property, it is simply a matter of transferring the shares of the holding company to the buyer, without the necessity of re-registering the land titles. There are, of course, costs and fees involved in this exercise, but typically only a few thousand Baht all told. Again, get a professional business representative or lawyer to do it all for you.

Selling a property 'naked' (i.e.: without a company 'wrapper'), you may be liable for all of the fees that were applicable at the time of purchase (see above). You would also have to pay income tax on the sale amount.

Deductions are calculated using a table from the Land Department, which is based on how long you have held the property. If you (or your significant other) received the land from an inheritance, there is a standard deduction of 50%.

Otherwise, the deductions are as follows: 92% if you have held the property for one year, 84% for two years, 77% for three years, 71% for four years, 65% for five years, 60% for six years, 55% for seven years and finally reaching 50% for eight years or more. For example, if you have held the land for four years, the deduction is 71%. Therefore, if you sold the property for 1.25 million Baht, you would be liable for tax on 362,500 Baht. This taxable income is then divided by the number of years you held the property (divide 362,500 by 4 to get 90,625).

The tax owed is then calculated from the standard personal income tax brackets (see the table at the end of this article). From the tax brackets, 90,625 Baht is liable to tax of 531.25 Baht. You then have to multiply by the number of years you hold the property. Take 531.25 and multiply by 4 to get the final tax figure of 2,125 Baht.

It may seem a bit silly to divide, and then multiply by the number of years you held the property. However, this means that in the end you pay less tax, because a lower base is used for the tax bracket calculation. If this division and multiplication did not occur, in the example above you would have had to pay 27,250 Baht in income tax at current rates.

There are two further requirements:

- For sale of inherited, non-commercial or non-investment property, the final tax figure must be no more than 20% of the sale price.
- No matter how long you have held the property, the number of years you use in the division and multiplication process for the tax calculation cannot exceed 10.

There are also certain special cases where the income tax does not apply:

- The property is inherited or is an unsolicited gift, and is in a rural area, and the sale price is no more than 200,000 Baht.
- The property is given to your children, or is appropriated by the government.

Buying and selling property can be a complex matter, and you should ask a lawyer for complete advice.

18. TYPES OF DOCUMENTS

There are a number of different documents needed when purchasing property in Thailand. In every case the buyer also must have his or her passport and visa copy included to show the identity of the buyer. Also, the foreign buyer needs to have a document from the immigration office to prove where in Thailand he/she lives and where he/she is from. Information about each of the documents that might be needed in the process of purchasing property are included in this thesis, in the appendices.

18.1 Sor Kor 1

The local authority who is representing entitlement of a person to possess land in accordance with the request for registration of such person issues a certificate. Such a certificate is not considered a certificate of ownership of the real property.

In the case of any dispute arising over the rights to the plot of land, this certificate is required to prove possession and, therefore, the person whose name appears on the Sor Kor 1 certificate will be in a stronger position. Nonetheless, evidence recording the real possession is required. Since Sor Kor 1 does not represent any ownership right of real properties, it cannot be mortgaged.

18.2 Nor Sor 3

This certificate is a certificate issued by the relevant local land department authority certifying the usage of land to the person entitled. No aerial survey photo of the land has been taken. Therefore, there is no specific position of the land being identified.

Any real property transaction in connection with Nor Sor 3 which requires registration with the local land authority must be published for an objection to be made (if any) for a period of 30 days. (Thai Visa, 2001)

The person whose name appears as the owner of Nor Sor 3 has a right to transfer, sell, dispose of and mortgage the Land upon registration with the relevant local land department in accordance with the Land Code and other regulations, notifications and announcements relating to it. Any transaction in connection with the real property (except where the lease is not more than 3 years) must be registered with the relevant local land authority and will be shown at the back of Nor Sor 3.

18.3 Nor Sor 3 Kor

Is a certificate issued by the local Land Department Authority certifying the usage of land of the person who owns it. An aerial survey photo of the land has been taken which makes Nor Sor 3 Kor different from Nor Sor 3. The result of having an aerial survey photo is an ability to identify the exact position of the land boundary.

The person whose name appears as the owner of Nor Sor 3 Kor has the right to transfer, sell, dispose of and mortgage the Land upon registration with the relevant local Land Department in accordance with the Land Code and other regulations, notifications and announcements relating to it. Any transaction in connection with the real property must be registered with the relevant local land authority and will be shown at the back of Nor Sor 3 Kor. (Siam Legal, 2001)

18.4 Chanot (Title Deed)

Is a certificate of ownership of property in which the person whose name appears as the owner has a real property right to transfer, sell, dispose of and mortgage the property upon registration with the relevant local land department, including the lease.

Any transaction in connection with the real property must be registered with the appropriate local land authority and will be shown at the back of such Title Deed.
(Thai Visa, Aug 3, 2010)

18.5 Thor Tor 3

Is a document that is given by Thai bank showing that foreign money has been transferred in to Thai bank and then changed into Thai Baht. This document must be shown in the Land Office when registering the ownership. The transferred amount should be equivalent to the purchasing price of the property. This document shows that the transferred money is to be used to purchase property. Transfer should be done in foreign currency such as dollars, but in the Thai bank is will be transferred to local currency.

19. CASE STUDY IN THAILAND

I had the opportunity to see one case when a Finnish man bought a condominium from Thai person.

The condominium in case is located in Jomtien Beach Condotel on the 7th floor, in a good location near the sea in Jomtien Beach that is the most famous area in Pattaya for tourists. The reason he wanted to buy the condominium was that it was cheap, in good condition and it was located near the sea in a peaceful area. The apartment was as he said “48 m², but looks like it is bigger. I like it because it has two balconies, two rooms so we can have our child in one room, it has a nice kitchen and it has security. We do not have to worry about safety.”

When I asked about the management of the juristic person, he told me that it seemed to be ok. He told me that in to the same condominium management there are four other condominiums and it has over 2000 different condominium units.

The first thing he had to do was to go to the Government Housing Bank in Naklua Pattaya. The owners of the condominium had taken loan from the bank against the condominium and they had to pay it first before they were allowed to buy the condominium unit by the bank. The bank had the title deed and after paying the loan back to the bank the sellers were able to receive the title deed. The sellers had to sign numerous of papers that were issued by the bank that assured the bank that the loan would be paid.

The process took a very long time because the sellers had not done this paper work earlier as they should have. They had informed the buyer before that everything was in control and that the visiting to Land Office would be in that day. The buyer was not happy because he did know that everything would happen very slowly at the Land Office and he had reserved this particular day to spend at the Land Office.

The buyer also had to sign some of the paper about the loan in the bank to certify that he will buy the condominium.

Then after long time of waiting of five hours we were able to go to Land Office in Suksabai Villa in Pattaya. Usually it will take a long time of waiting in Land Office but we were able to get quite fast after waiting only 30 minutes to the registration department. Later I found out that somebody had paid 500 Thai Baht to an officer who would let us go first. Corruption is quite usual in these kinds of cases.

The seller had to sign numerous of papers against at the registration and the buyer had to show where he was from by passport copy and visa copy. He also had to show that he had received the money he was buying the condo with from Finland and that the money was changed in bank to Thai Baht.

After waiting another hour the seller and buyer were called at the desk and the buyer was able to receive the proof of ownership that was the title deed with his name on it.

20. TAXATION IN FINLAND

Taxation for foreign property for Finnish government is basically same as the taxation of the property bought and owned in Finland. Finnish person is globally obligated to pay tax of any property he or she owns.

The taxation administration values the property by its purchasing price.

Also the rent income and other income of the apartment should be informed to the taxation in Finland. This information should be given each year when a person gives his or hers tax report.

21. COMPARISON BETWEEN FINLAND AND THAILAND

I wanted to compare the purchasing process of condominium unit between Thailand and in Finland. In Finland the procedure is simple and directed by the law and there are no chances for loopholes or even bribery. In most cases the real estate agent is the one who deals with the paper work.

In Finland the purchasing process is simple. After finding the property one wish to buy the buyer may negotiate about the purchasing price and make an offer. If the seller agrees to the offer they can make a preliminary contract and the buyer gives the seller down payment. After this they will make the bill of sale. In Finland the real estate agent will draw these contracts behalf the clients. When signing the binding contract the real estate agent makes also sure that the transfer taxes will be paid and the local authorities will be notified of the purchase.

In Thailand the procedure must be done with care and knowledge of the property and the possible loopholes that may occur. Of course in Thailand there are real estate agencies that would do the process with you but one may never know will they do it by the book. The real estate agencies are willing to help you to do this process but one should be making sure that all the processes are done accordingly and that the property will be the buyer in the end. Properties can be found easily and nowadays purchases of condominiums can happen between a foreigner and Thai national or just between two foreigners. After finding the property one has found pleasing the contract may be drawn. Before this the foreigner must have sent money from his or hers own country for this purpose only. For this the bank the money has sent to will give a certain document. After the contract has been made and the money transferred the Land Department must agree to this document. This might take time and here the foreigner may see some corruption happening. Showing some cash the process in Land Department might be faster and final stamp will be given to the papers. After this the property should belong to the foreigner.

22. REVIEW

Purchasing a condominium is the easiest way to buy property in Thailand as you can buy it in your own name. Foreigners nowadays are permitted under Thai law to own up to 49% of the condominium units in any condominium block.

As for documents you have to show that the money you are using to buy the condominium has arrived from abroad in foreign currency. Receiving a statement from the Thai bank does this. You cannot buy a condominium without this document.

When purchasing a house you are many ways to deal with this. The easiest way to complete this form of house purchase is to have money transferred from foreign bank and a Thai national who is willing to own the property. In Thailand it is not allowed to a foreigner to own land. The Thai national's name is in the title deed. This is not the safest way to purchase a house. There are many cases of divorces between Thai and foreign national that the property is solemnly the Thais and the foreigner has nothing to do with it.

Safer way to buy a house is to buy it under the name of a company. To own property through a company you need to have at least seven partners as shareholders with Thai nationals. There is only one director who is the buyer, who is the sole signature holder for the company; this director can be the foreigner. The buyer also has to obtain from a lawyer a documentation that shows he has the 100% control of the company.

In Finland it does not matter if the buyer is Finnish or foreign national. There is no limitation in Finland about this matter. The only thing that does matter is that the money that is used to buy the property is legal.

In Finland the purchasing process is much simpler comparing to Thailand as the law in real estate business is clear for what are the responsibilities of the buyer and the seller. Also in Finland the real estate agent is the one who will do all the paper work according to the law and makes sure that all the authorities are

notified of the purchase. There are no restrictions for any nationals when purchasing land or property in Finland.

In Finland there are many different types of properties available and several agencies to provide information about these properties and the ways one can own them. The most popular property owned in Finland are block of units as there are not that much to do in maintenance as the housing company takes care of the building. Also real properties with houses are very popular properties to be owned in Finland.

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APPENDICES

CONDOMINIUM ACT OF THAILAND (Appendix1)

(Allowing qualified foreigners to own condominium units in Thailand)

Our apologies for the strange language syntax. This has been translated directly from Thai and left this way in an effort to preserve the spirit of the information.

The Condominium Act (No. 3) B.E. 2542 (A.D. 1999) has rendered a favorable outcome as to the issue of 100% ownership by qualified foreigners who, from now on, are eligible to own the whole units in each condominium located in some areas. Both potential foreign buyers and those seeking to sell property here will be gratified by the provisions in the long-anticipated legislation.

In the light of this Act, it is necessary that we follow upcoming provisions, rules, methods and conditions which will be issued in the form of Ministerial Regulations.

Condominium Act of 1999

Section 19 (1): Aliens and Juristic persons whom the law treats as aliens may own a condominium unit if they qualify as one of the following types of aliens or juristic persons:

1. An alien who has been permitted to stay in the kingdom as a resident under the laws of immigration.
2. An alien who has been permitted to enter the Kingdom under the laws on promotion of investment.
3. A juristic person as prescribed under Sections 97 and 98 of the land code which has been registered as a juristic person under Thai law.
4. A Juristic person who is an alien under Announcement of the National Executive Council No. 281, dated 24 November B.E. 2515, and which has

received a promotion certificate under the laws on promotion of investment.

5. An alien or a juristic person which the law treats as an alien which imports foreign currency into the Kingdom or withdraws money from a deposit account of Thai Baht of a person having residence abroad or withdraws money from a deposit account of foreign currency

Section 19 (2): Each condominium may have aliens and / or juristic persons as stated under section 19 take ownership of its units in total of not more than forty-nine per cent of the whole area of all units in that condominium as shown at the time the condominium was registered.

In any condominium where aliens or juristic persons as stipulated in section 19 take ownership of units in excess of the rate as prescribed by the preceding paragraph, that condominium shall be located in Bangkok, municipal or other local government areas as prescribed by Ministerial Regulations, and the area of the land on which the condominium is situated including the land available for use or for common interests of its co-owners shall not exceed five rai.

The ownership of units pursuant to the second paragraph, which is acquired by aliens or juristic persons as stated in section 19, shall be in accordance with the rules, methods and conditions prescribed by Ministerial Regulations.

Section 19 (3): To transfer ownership of a condominium unit to an alien or a juristic person as stated under Section 19, the transferor of ownership in the condominium unit shall give the names of the aliens or juristic persons as stated under Section 19 and the ratio of the area of the condominium units of which aliens and juristic persons have ownership to the competent official, and the alien or juristic person who applies to accept the transfer of ownership in the condominium unit shall provide the following evidence to the competent official:

1. An alien prescribed under Section 19(1) shall produce evidence of a permit to hold residency in the kingdom under the laws on immigration.
2. An alien prescribed under Section 19(2) shall produce evidence of a permit to enter the kingdom under the laws on promotion of investment.

3. A juristic person prescribed under Section 19(3) shall produce evidence of being registered under Thai law.
4. A juristic person prescribed under Section 19(4) shall produce evidence of being a holder of a promotion certificate under the laws on promotion of investment.
5. An alien or a juristic person as prescribed under Section 19(5) shall produce evidence of having imported foreign currency into the Kingdom or evidence of withdrawal from a deposit account of Thai Baht of a person having residence abroad or evidence of withdrawal from a deposit account of foreign currency in the amount of not less than the price of the unit to be purchased.

Section 19 (4): When a competent official who has received and checked the documents and evidence under Section 19, and has found that they are correct documents and evidence according to Section 19 and that the ratio of ownership of the area of the condominium units held by aliens or juristic persons under Section 19, also by those who have acquired ownership and by those who have applied to accept ownership, does not exceed the rate prescribed under the first paragraph of Section 19 or meets the requirements under the second and third paragraph thereof, the competent official shall register the right and juristic act concerning the condominium unit according to Chapter IV for the alien or juristic person who applied to accept ownership.

Section 19 (5) An alien or a juristic person prescribed under Section 19 shall dispose of the condominium unit under the following circumstances:

When an alien or juristic person prescribed under Section 19 has acquired a condominium unit through inheritance as legitimate heir or legatee of a will or through any other means, as the case may be, which when added to the units in that condominium already owned by aliens and/or juristic persons prescribed under Section 19, causes the ratio prescribed under the first paragraph of Section 19 to be exceeded, or does not meet the requirements under the second or third paragraph of Section 19

When a competent official who has received and checked the documents and evidence under Section 19, and has found that they are correct documents and evidence according to Section 19 and that the ratio of ownership of the area of the condominium units held by aliens or juristic persons under Section 19, also by those who have acquired ownership and by those who have applied to accept ownership, does not exceed the rate prescribed under the first paragraph of Section 19 or meets the requirements under the second and third paragraph thereof, the competent official shall register the right and juristic act concerning the condominium unit according to Chapter IV for the alien or juristic person who applied to accept ownership.

An alien or a juristic person prescribed under Section 19 shall dispose of the condominium unit under the following circumstances:

1. When an alien or juristic person prescribed under Section 19 has acquired a condominium unit through inheritance as legitimate heir or legatee of a will or through any other means, as the case may be, which when added to the units in that condominium already owned by aliens and/or juristic persons prescribed under Section 19, causes the ratio prescribed under the first paragraph of Section 19 to be exceeded, or does not meet the requirements under the second or third paragraph of Section 19.
2. When an alien prescribed under Section 19(1) has had his/her residency in the Kingdom revoked or when his/her Certificate of Alien Residency is not valid.
3. When an alien prescribed under Section 19(2) or (5) has been exiled out of the Kingdom and has not been granted leniency or has been sent out of the Kingdom to work instead of being exiled.
4. When an alien prescribed under Section 19(2) is not permitted by the board of investment to remain in the Kingdom.
5. When the promotion certificate of a juristic person prescribed under Section 19(4) has been revoked.

An alien or juristic person who is required to dispose of a condominium unit under the preceding paragraph must give written notice to the competent official within 60 days of the date of the preceding paragraph having occurred.

Under Sub-section (1) the condominium unit which causes the ratio to be exceeded shall be disposed of. Under Sub-sections (2), (3), (4) and (5) all the condominium units owned by the alien shall be disposed of.

Disposal of a condominium unit under paragraph three shall be made within a period of not more than one year from the date of the ownership of the condominium unit, the date the residence permit has been revoked, the date the certificate of residency has been invalidated, the date of exile, the date the board of investment revoked the permit to stay in the Kingdom, or the date the promotion certificate has been revoked, as the case may be. If it is not disposed of within the stated period of time, the Director-General of the Lands Department shall have the authority to dispose of the condominium unit, and the provisions relating to enforcement of the disposal of land under Chapter 3 of the Land Code and Ministerial Regulations issued under the code shall apply mutatis mutandis to the disposal of the condominium unit.

Section 19 (6): When a competent official orders the revocation of a residency permit in the Kingdom, when it is evident to a competent official that a Certificate of Residency of an alien is not valid as required under Section 19(1), when a competent official orders the exile out of the Kingdom of an alien as prescribed under Section 19(1), (2) or (5), when the permit to stay in the Kingdom of an alien as prescribed under Section 19(2) is revoked, or when there is a revocation of a promotion certificate for a juristic person as prescribed under Section 19(4), as the case may be, the competent official shall notify the Director-General of the Lands Department within 60 Days from the date of the order or the date of learning such fact.

Section 19 (7) An alien or a juristic person which the law treats as an alien, except one prescribed under Section 19, which has acquired a condominium unit through inheritance as legitimate heir or legatee of a will or through any other means, as

the case may be, shall give written notice to the competent official within 60 days from the date of ownership of the condominium unit and shall dispose of that unit within a period of not more than one year from the date of acquiring possession of the unit. If it is not disposed of within such period of time, the provisions of Section 19(5), paragraph four, shall apply mutatis mutandis.

Section 19 (8) Whoever acquires ownership of a condominium unit while holding Thai nationality but later loses Thai nationality by waiving Thai nationality, nationalization or having Thai nationality revoked under the laws on nationality and is not an alien as prescribed under Section 19 shall notify the competent official of the loss of Thai nationality and the fact that ownership of the condominium unit may no longer be held within 60 days of the date of loss of Thai nationality. The condominium unit shall be disposed of within a period of not more than one year from the date of loss of Thai nationality. If it is not disposed of within such period of time, the provisions of section 19(5), paragraph four, shall apply mutatis mutandis.

Section 19 (9) Whoever acquires ownership of a condominium unit while holding Thai nationality but later loses Thai nationality by waiving Thai nationality, nationalization or having Thai nationality revoked under the laws on nationality, is an alien prescribed under Section 19, and wishes to continue to hold ownership of the condominium unit, shall notify the competent official of the loss of Thai nationality and shall present evidence of being an alien as prescribed under Section 19 to the competent official within 180 days from the date of the loss of Thai nationality. If the ownership in the condominium unit of that alien causes the ratio prescribed under the first paragraph of Section 19(2) to be exceeded or does not meet the requirements under the second or third paragraph of Section 19(2), the condominium unit which causes the excess of the ratio or which does not meet the requirements shall be disposed of within a period of not more than one year from the date of loss of Thai nationality. If it is not disposed of within such period of time, the provisions of Section 19(5), paragraph four, shall apply mutatis mutandis.

If the alien as prescribed in paragraph one does not desire to hold ownership of that condominium unit, the competent official shall be notified within 60 days from the date of the loss of Thai nationality, and the condominium unit shall be disposed of within a period of not more than one year from the date of the loss of Thai nationality. If it is not disposed of within such period of time, the provisions of Section 19(5), paragraph four, shall apply *mutatis mutandis*.

Section 19 (10): When a Thai juristic person which owns a condominium unit has its juristic status changed to that of a juristic person the law treats as an alien and is not a juristic person prescribed under Section 19, the competent official shall be notified of the change in status and the fact that the juristic person is not qualified to own that condominium unit within 60 days from the date of the change of status. The condominium unit must be disposed of within a period of not more than one year from the date of the change of status. If it is not disposed of within such period of time, the provisions of section 19(5), paragraph four, shall apply *mutatis mutandis*.

Section 19 (11): When a Thai juristic person which owns a condominium unit has its juristic status changed to that of a juristic person the law treats as an alien juristic person and is a juristic person which may own a condominium unit as prescribed under Section 19 wishes to own that unit further, the competent official shall be notified in writing of the change in status. Evidence of being a juristic person as prescribed under Section 19 shall be presented to the competent official within 180 days from the date of the change in status. If the ownership of that juristic person causes the ratio prescribed under Section 19(2) to be exceeded, the unit exceeding the ratio shall be disposed of within a period of not more than one year from the date of the change in status. If it is not disposed of within such period of time, the provisions of Section 19(5), paragraph four, shall apply *mutatis mutandis*.

If the juristic person under paragraph one does not wish to own the condominium unit any further, the juristic person shall notify the competent official of the change in status within a period of 60 days from the change of status, and shall dispose of the unit within a period of not more than one year from the date of the

change in status. If it is not disposed of within such period of time, the provisions of Section 19(5), paragraph four, shall apply mutatis mutandis.

Section 19 (12): When an alien or a juristic person which the law treats as an alien which has the duty to notify the competent official of the disposing of a condominium unit under Section 19(5), the acquiring of a condominium unit under Section 19(7), loss of Thai nationality under Section 19(8) and Section 19(9) or change of status of a juristic person under Section 19(10) and Section 19(11), as the case may be, fails to notify the competent official within the prescribed time, it shall be an offense and the alien or juristic person shall be fined not more than 500 Baht per day throughout the duration of the violation.

Section 19(13): Anyone owning a condominium unit on behalf of an alien or a juristic person which the law treats as an alien, regardless of whether an alien or juristic person is entitled to own a condominium unit under this Act, shall be considered to have committed an offense and penalized with a term of imprisonment of not more than two years or a fine of not more than 20,000 Baht, or both, and the provisions of Section 19(5), paragraph four, shall apply mutatis mutandis.

If there is reasonable cause to suspect that a person has acquired ownership of a condominium unit in violation of the provisions of this Act, the competent official is empowered to verify and call the relevant persons to make a statement or submit related documents or evidence for consideration as necessary.



Anyone who violates or fails to comply with the provisions of paragraph two shall be considered to have committed an offense and shall be penalized with a term of imprisonment of not more than three months or a fine of not more than 6,000 Baht, or both.

*** The following paragraph is to be added to section 55 as paragraph three of the Condominium Act, B.E. 2522:

An alien or a juristic person prescribed under Section 19 who is named owner on a land title deed as a result of the registration of dissolution of a condominium under paragraph one shall dispose of his/her own portion of

the land within a period of not more than one year from the date of the registration of dissolution. If it is not disposed of within such period of time, the provisions of Section 19(5), paragraph four, shall apply mutatis mutandis.

Appendix 2 (Thor Tor3)

แบบ ช.ต. 3 (ข)		รายงานการขายเงินตราต่างประเทศให้ตัวแทนรับอนุญาต (มูลค่าเกิน 10,000 ดอลลาร์สหรัฐอเมริกา หรือเทียบเท่าละมีใช้ค่าเงินค่า)		สำหรับผู้อยู่ในประเทศไทย (Nonresident)	
<input type="checkbox"/> นำเข้าบัญชีเงินบาทของบุคคลที่มีถิ่นที่อยู่ในต่างประเทศ ชื่อเจ้าของบัญชี..... เลขที่บัญชี..... ธนาคาร.....		<input checked="" type="checkbox"/> ไม่นำเข้าบัญชีเงินบาทของบุคคลที่มีถิ่นที่อยู่ในต่างประเทศ			
เรียน เจ้าหน้าที่งานควบคุมการแลกเปลี่ยนเงิน 7710204033941		วันที่ 10/02/2547		เลขที่ 04745043201582	
ผู้ขายเงิน (ชื่อ ที่อยู่ โทรศัพท์)		SWIFT CODE DKDZD877		รหัสประเทศ 203	
KASIKORNBANK PCL. 061049-0099		ผู้ส่งเงิน (ชื่อ ที่อยู่) RASANEN ANHA-LITSA PYYROKANTIE 13 FINLAND		203	
ประเภทธุรกิจ		ความเกี่ยวข้องกับผู้รับเงิน <input type="checkbox"/> ธุรกิจธนาคารหรือผู้ถือหุ้น		<input checked="" type="checkbox"/> อื่นๆ	
ผ่านตัวแทนรับอนุญาต KASIKORNBANK PCL.		เงินตราต่างประเทศที่ขาย สกุลเงิน <u>ยูโร</u> จำนวน <u>15,000.00</u>		รหัสสกุลเงิน 828	
ประเภทธุรกรรม (ไปราคา <input checked="" type="checkbox"/> ซื้อเดียว)					
TRADE DATE 10/02/2547					
<input type="checkbox"/> SPOT <input type="checkbox"/> BUY-SELL SWAP วันที่ส่งมอบขาซื้อ <input type="checkbox"/> อื่นๆ (ระบุ)					
<input type="checkbox"/> OUTRIGHT FORWARD <input type="checkbox"/> SELL-BUY SWAP วันที่ส่งมอบขาซื้อ					
วัตถุประสงค์ของการขายเงินตราต่างประเทศ (ไปราคา <input checked="" type="checkbox"/> ซื้อเดียว)					
<input type="checkbox"/> 1. ลงทุนในธุรกิจธนาคาร/สาขา ที่อยู่ในตลาดหลักทรัพย์ ชื่อบริษัท..... ประเภทธุรกิจ.....					
<input type="checkbox"/> 2. ลงทุนในธุรกิจธนาคาร/สาขา ที่อยู่นอกตลาดหลักทรัพย์ ชื่อบริษัท..... ประเภทธุรกิจ.....					
<input type="checkbox"/> 3. ชื่อหลักทรัพย์ในตลาดหลักทรัพย์					
<input type="checkbox"/> 4. ชื่อหลักทรัพย์นอกตลาดหลักทรัพย์					
<input type="checkbox"/> 5. เงินให้กู้ยืม ชื่อผู้กู้..... ประเภทเงินกู้ยืม.....					
อายุเงินให้กู้ยืม/ตราสารหนี้					
<input type="radio"/> ผู้โดยตรง					
<input type="radio"/> ผู้โดยออกตราสารหนี้ ประเภท (ระบุ).....					
<input type="radio"/> มีกำหนดระยะเวลา..... ปี..... เดือน..... วัน					
<input type="radio"/> เมื่อทวงถาม					
<input type="radio"/> ไม่กำหนดเวลาชำระ					
การชำระคืนต้นเงิน					
<input type="radio"/> คืนเต็มจำนวนวันที่..... เดือน..... ปี พ.ศ.....					
<input type="radio"/> คืนโดยผ่อนชำระเป็นงวด จำนวน..... งวด ห่างกันงวด..... เดือน					
เริ่มงวดแรกวันที่..... เดือน..... ปี พ.ศ.....					
อัตราดอกเบี้ย					
<input type="radio"/> ไม่คิดดอกเบี้ย					
<input type="radio"/> อัตราคงที่ ร้อยละ.....					
<input type="radio"/> SBOR บวกร้อยละ..... ต่อปี					
<input type="radio"/> LIBOR บวกร้อยละ..... ต่อปี					
<input type="radio"/> อื่นๆ (ระบุ).....					
๖. (ระบุรหัสตามที่กำหนดไว้ด้านหลัง) 5-22 สาขา ธนาคารไทย					
สำหรับตัวแทนรับอนุญาต			สำหรับผู้ขายเงิน		
จำนวนเงินที่รับซื้อ		รับรองสำเนาถูกต้อง		ขอรับรองว่ารายการที่ระบุไว้ถูกต้อง	
สกุลเงิน <u>EUR</u> จำนวน <u>15,000.00</u>				ตามความเป็นจริง	
อัตราแลกเปลี่ยน <u>49.8597500</u>		เงินบาท <u>743,306.25</u>			
วันที่รับซื้อเงิน <u>10/02/2547</u>		(ลงมือชื่อและตราประทับของตัวแทนรับอนุญาต)		(ลงมือชื่อของผู้ขายเงิน)	
3 011 2547		ก.พ.ก. (ค) ๓๓๒๖/๒๕๔๓.๑๑.๕ น.			

Document of Immigration (Appendix 3)

ที่ ศช 0022-42(ง) 2074



เจ้าพนักงานตรวจคนเข้าเมือง
522 หมู่ 10 ตำบลหนองปรือ
อำเภอเมืองนนทบุรี จังหวัดนนทบุรี
20110

๒ กุมภาพันธ์ 2547

เรื่อง คนต่างด้าวแจ้งที่พักอาศัย

เรียน เจ้าพนักงานที่เกี่ยวข้อง

ด้วย MRS. RAESAENEN KALEVI M. ANTERO ชาวฟินแลนด์ อายุ 54 ปี ภรรยาของเดิม
ทางเลขที่ 15385309 เดินทางเข้ามาในราชอาณาจักรไทยเมื่อวันที่ 20 ตุลาคม 2547 ได้ยื่นขอขานเข้า
อยู่ในราชอาณาจักรได้ตั้งแต่วันที่ 18 กุมภาพันธ์ 2547 คนต่างด้าวผู้แจ้งที่พักอาศัยอยู่บ้านเลขที่
175/10 หมู่ที่ 9 ตำบลหนองปรือ อำเภอบางละมุง จังหวัดชลบุรี

จึงเรียนมาเพื่อทราบ



ของเจ้าพนักงานตรวจคนเข้าเมือง
พันตำรวจโท ราสะดา
(ช่างกัน ดอนเตง)

สารวัตรด่านตรวจคนเข้าเมือง นนทบุรี
ปฏิบัติราชการแทนผู้กำกับสารวัตรด่านตรวจคนเข้าเมือง นนทบุรี

ด่านตรวจคนเข้าเมืองพัทยา

โทร: 038 - 429409

โทรสาร 038.410240

Bank book (Appendix 4)

เลขรหัสประจำบ้าน 5019-035884-0 รายการที่อยู่ 17/1 หมู่ที่ 10 ตำบลสินทราย อำเภอเกษตรวิสัย จังหวัดร้อยเอ็ด		รายการเกี่ยวกับบ้าน สำนักทะเบียน อำเภอเกษตรวิสัย	เล่มที่
ชื่อหมู่บ้าน ลินกรายมทาวงค์ ประเภทบ้าน บ้าน วันเดือนปีที่กำหนดบ้านเลขที่ 4 มิถุนายน 2546		ชื่อบ้าน นางจินกรดี อินตะมา-เจ้าของอาคาร ลักษณะบ้าน ตึกเดี่ยว 1 ชั้น	
		ลงชื่อ (นางพวงผกา อินทร์ขาว) วันเดือนปีที่พิมพ์ทะเบียนบ้าน 4 มิถุนายน 2546	นายทะเบียน
เลขประจำตัวประชาชน 3-5019-00440-95-4 มารดาไปกานต์ ชื่อ บุปผารวม บิดาไปกานต์ ชื่อ บุปผารวม อายุ 15/1 หมู่ที่ 1 ต.สินทราย อ.เกษตรวิสัย จ.ร้อยเอ็ด วันที่ 4 มิ.ย. 2546		รายการบุคคลในบ้านของเลขรหัสประจำบ้าน 5019-035884-0 สัญชาติ ไทย สถานภาพ ผู้อาศัย เกิดเมื่อ 15 พ.ค. 2518 สัญชาติ ไทย สัญชาติ ไทย	ลำดับที่ 2 เพศ หญิง
* * * * * * * * * *		ลงชื่อ (นางพวงผกา อินทร์ขาว) ผู้ช่วยนายทะเบียนอำเภอเกษตรวิสัย	นายทะเบียน
หมายเหตุ 1. ชื่อ นามสกุล ให้ออกใบเปลี่ยนชื่อไป 2. ชื่อ * * * * * ให้ออกใบเปลี่ยนชื่อไป 3. การบันทึกการขอเช่าที่ดินทำกิน หรือที่ดิน วัน เดือน ปีที่อนุมัติ และหมายเลขเอกสาร ความความจำเป็น พร้อมทั้งนายทะเบียนอนุมัติในชื่อของชื่อไป		ผู้รับสำเนาทะเบียนบ้าน (นางพวงผกา อินทร์ขาว) ผู้ช่วยนายทะเบียนอำเภอเกษตรวิสัย	3 18
บันทึกการเปลี่ยนแปลงรายการทางทะเบียนราษฎร บุคคลลำดับที่ 2 นกไชยรายการ ชื่อสกุลเป็น ไชยวุฒิ ตามคำร้องที่ 1680/2546 เมื่อ 13 ต.ค. 2546		นางนภาพร อินทิตติโกศล ผู้ช่วยนายทะเบียนอำเภอเกษตรวิสัย	1 2



(๑๕๒)

ตำแหน่งที่ดิน

โฉนดที่ดินเลขที่ 34456

ตำบล หอนงปรี

อำเภอ บางละมุง

จังหวัด ชลบุรี

เนื้อที่ ๑ ไร่ ๑ งาน ๑๗ ตารางวา

ตงษ์สีสงครามสีทองจัดตั้งชุด

ออกโดยอาศัยอำนาจตามพระราชบัญญัติอาคารชุด พ.ศ. ๒๕๒๒

ที่ตั้งห้องชุด

ห้องชุดเลขที่ 402 / 238

วันที่ 7

อาคารเลขที่ อาคาร 10 1

ชื่ออาคารที่ปรึกษาโครงการ หอนงปรี

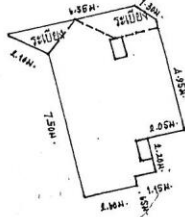
หนังสือขออาคารชุดเลขที่ 1/2520

ให้แก่ บริษัทที่ปรึกษาโครงการ หอนงปรี จำกัด สังกัด ไร่ไทย อยู่บ้านเลขที่ 350 / 42 หมู่ที่ 12

ถนน ตำบล/แขวง หอนงปรี อำเภอ/เขต บางละมุง จังหวัด ชลบุรี

พิกัด/ซอย

แผนผังห้องชุด



มาตราส่วน ๑ : 200

เนื้อที่ประมาณ 40.14 ตารางเมตร สูง 3.00 เมตร

อาคารส่วนแบ่งกรรมสิทธิ์ในทรัพย์สินกลาง จำนวน 4.134 ส่วน ใน 7,754,400 ส่วน

ออก ณ วันที่ สิบเจ็ด เดือน พฤษภาคม พุทธศักราช หนึ่งพันเก้าร้อยสี่สิบ



๓.๓๘ 017238

นายอานาจ ไชยกาญจน์ (นายอานาจ ไชยกาญจน์)

Title Deed of a condominium (case study) page 2

สำรับัญจตทะเบียน

วันที่จดทะเบียน เดือน ปี	ประเภท การจดทะเบียน	ผู้ให้สัญญา	ผู้รับสัญญา	พนักงานเจ้าหน้าที่ ลงลายมือชื่อ ประทับตรา
		พื้นที่ระเบียน 5.88	ท้าววงเมตร	
วันที่ 28 ธันวาคม พ.ศ. 2536	จำหน่าย เป็นประกัน	บริษัท วิมาคคอมเทียมน คอนโคมิเนียม จำกัด	ธนาคารกรุงเทพ จำกัด (มหาชน) ผู้รับจำหน่าย การจำหน่ายครั้งนี้มีผู้ขายจำหน่าย เมื่อวันที่ 28 ธันวาคม 2536	(ลงชื่อ) นายบุญเชิด คีตพันธ์
วันที่ 14 ธันวาคม พ.ศ. 2537	เงินจำนอง เป็นประกัน ครั้งที่หนึ่ง	บริษัท วิมาคคอมเทียมน คอนโคมิเนียม จำกัด	ธนาคารกรุงเทพ จำกัด (มหาชน) ผู้รับจำนอง การขึ้นเงินครั้งนี้มีผู้ลงนามนี้คือ ขึ้นเงินจำนวน ๑๓๖,๖๖๖.๖๖๖ บาท	(ลงชื่อ) นายแสงอรุณ คีตพันธ์
วันที่ ๓๑ ตุลาคม พ.ศ. ๒๕๔๐	ยกเลิก จำนอง รวมแปลงโฉม	คู่สัญญาทั้งสองฝ่ายได้ตกลงยกเลิกเงินจำนองเป็นประกันโดยสัญญาฉบับลงวันที่ ๑๔ ธันวาคม ๒๕๓๗ โดยมีเงื่อนไขว่าคู่สัญญาทั้งสองฝ่ายได้ตกลงยกเงินจำนองจำนวน ๑๓๖,๖๖๖.๖๖๖ บาท และให้เงินไปตามสัญญาฉบับลงวันที่ ๑๔ ธันวาคม ๒๕๓๗	นางสาววิภาดา วัฒนศิริ นางสาววิภาดา วัฒนศิริ นางสาววิภาดา วัฒนศิริ	นางสาววิภาดา วัฒนศิริ นางสาววิภาดา วัฒนศิริ นางสาววิภาดา วัฒนศิริ
วันที่ 10 พฤศจิกายน พ.ศ. 2541	ปล่อยจำนอง	นางสาววิภาดา วัฒนศิริ นางสาววิภาดา วัฒนศิริ	นางสาววิภาดา วัฒนศิริ นางสาววิภาดา วัฒนศิริ	(ลงชื่อ) นายบุญเชิด คีตพันธ์
วันที่ 10 พฤศจิกายน พ.ศ. 2541	ขาย	บริษัท วิมาคคอมเทียมน คอนโคมิเนียม จำกัด	นางสาววิภาดา วัฒนศิริ	(ลงชื่อ) นายบุญเชิด คีตพันธ์
วันที่ 10 พฤศจิกายน พ.ศ. 2541	จำหน่ายเป็นประกัน	นางสาววิภาดา วัฒนศิริ	ธนาคารอาคารสงเคราะห์ บริษัทจำนอง	(ลงชื่อ) นายบุญเชิด คีตพันธ์
วันที่ 16 กุมภาพันธ์ พ.ศ. 2547	ไถ่ถอนจากจำนอง เป็นประกัน	ธนาคารอาคารสงเคราะห์	นางสาววิภาดา วัฒนศิริ ผู้ไถ่ถอน	(ลงชื่อ) นายบุญเชิด คีตพันธ์
วันที่ 16 กุมภาพันธ์ พ.ศ. 2547	ขาย (โอนในบุคคล ที่สามเพื่อชำระหนี้ สถาบันการเงิน)	นางสาววิภาดา วัฒนศิริ	นายภาณุ วัฒนศิริ อัครเศียร	(ลงชื่อ) นายบุญเชิด คีตพันธ์