

GRAND UNITY FOREIGN BUYER'S GUIDE

The buying process for off-plan and under construction condominium projects developed by GRAND UNITY.

Pre-Purchase

1. Pay the booking fee and receive a copy of the signed booking form

In order to reserve the right to buy a condominium unit, buyers shall pay a booking fee to GRAND UNITY direct or to selling agent's escrow bank account. Upon payment, the buyer will obtain a copy of a signed booking form. It should be noted that the booking fee is usually non-refundable. If the buyer cancels the booking for any reason, the booking fee shall be forfeited.

In order to comply with FET rules for foreign buyers described above, whereby all payments should be transmitted from the buyer to Thailand, some agents and developers return the booking fee 30-60 days after (1) the buyer has paid the relevant deposit as stipulated by the developer to be paid upon signing the Sales and Purchase Agreement AND (2) the developer has received the Sales and Purchase Agreement duly signed by the buyer, whichever is later.

Alternatively, the booking fee may be taken online and included in the FET documentation arranged by the developer prior to transfer of ownership to the foreign buyer when the development is completed.

2. Pay the SPA (Sales and Purchase Agreement) fee up to 15% of the total purchase price within 15 days of paying the booking fee and receive two hard copies of the Sales and Purchase Agreement for signature

After the first deposit to GRAND UNITY, GRAND UNITY will provide a draft SPA by email for the buyer to review before signature. GRAND UNITY will then send two hard copies of the SPA for the buyer's signature after the buyer's confirmation. The buyer shall sign both copies of the SPA, keep one copy and return GRAND UNITY's copy.

The buyer shall pay the SPA fee up to 15% of the total purchase price within 15 days of paying the booking fee. If the buyer fails to pay the required payment within the prescribed time limit, the booking fee shall be forfeited.

3. Pay down payment up to 15% of the total purchase price within 30 days of paying the SPA fee

The buyer shall pay the down payment up to 15% of the total purchase price within 30 days of paying the SPA fee. It should be noted that the developer normally collects up to 30% of the total purchase price as the first deposit for the right to buy off-plan or under construction condominium unit in Thailand. If the buyer fails to pay the required first deposit within the prescribed time limit, the booking fee and the SPA fee shall be forfeited.

Purchase

Property Inspections Prior to Ownership Transfer

Once the condominium unit is completed and ready for inspection, GRAND UNITY will inform the buyer to arrange an inspection date so that the buyer can check for any defects within the unit. If required, the selling agent or the seller's legal representative may assist the buyer during the inspection process. Some buyers may hire additional professional service providers to accompany them or ask the selling agent or the seller's legal representative to inspect on their behalf. After the first inspection, GRAND UNITY will list any defects and the buyer or his/her representative will sign to acknowledge them.

GRAND UNITY will assign a team to rectify any defects. After that, a final inspection shall be arranged after which the buyer will be asked to sign a document accepting the unit. The condominium unit will now be ready to be transferred once final payment has been completed.

Transferring Ownership

Upon the completion of the project or upon transferring ownership when the final inspection is complete, the buyer is required to pay the remaining amount of the total purchase price of the unit.

After the buyer transfers the remaining amount of the total purchase price to GRAND UNITY, the registration to transfer ownership will take place at the Land Department. This process requires the presence of the buyer, the seller and the bank (if the unit is mortgaged) or their authorized representatives through a Power of Attorney. Foreign buyers will need to prepare the following documents:

1. Buyer's passport and a photocopy (including the page with entry visa stamp)
2. Marriage certificate with a photocopy (in English) and a signed letter of spousal consent (if applicable)
3. Foreign Exchange Transaction (FET) Form and/or a bank certificate with the transferred amount equal to the total purchase price of a condominium unit
4. Power of attorney (if applicable)

Below are transaction costs and expenses that will occur on the ownership transfer date.

Transaction Costs /Expenses	Off-plan and Under Construction Projects	Resale & Second-hand Properties (After Transfer)
Transfer Fee (2% of the official appraised value)	Equally shared by the buyer and the developer	Upon agreement
Sinking Fund	One-time payment upon transfer	N/A
Utility Meter Deposit and Instalment Fee	Depending on the meter capacity	Upon agreement
Common Area Management (CAM) Fee	Collected one year in advance*	Collected one year in advance*

*This may vary depending on each building's policy

Post-Purchase

Renting Out Your Property in Thailand

Your selling agent and some developer's offer condominium leasing services for buyers wishing to rent-out their property in Thailand. Generally, the rental period in Thailand is around 1-2 years and the minimum initial rental period is 1-year. Most rental units are fully furnished. Tenants will sign a leasing agreement directly with the landlord. Upon contract signing, tenants will pay a monthly rent and a security deposit. Tenants will be also responsible for water, electricity and internet/cable expenses unless agreed otherwise. The professional agency fee for rentals is usually 1-month's rent for a one-year contract.

Reselling Your Property in Thailand

If you decide to sell your property for whatever reason, taxes and expenses will be applicable. For a resale property, all taxes and expenses listed in the table below are usually borne by the seller unless agreed otherwise. These taxes and expenses are only applicable to resale property (second-hand property) sold after transfer from the developer.

Category	Property held more than 5 years	Property held less than 5 years
Transfer Fee⁽¹⁾	2% of the official appraised value	
Specific Business Tax⁽²⁾	N/A	3.3% of the official appraised value or the contracted sale price (whichever is greater)
Stamp Duty	0.5% of the official appraised value or the contracted sale price (whichever is greater)	N/A
Withholding Tax⁽³⁾	For a company seller 1% of the official appraised value or the contracted sale price (whichever is greater) For an individual seller withholding tax is calculated at a progressive rate based on the appraised value of the property	

(1) For resale property, the transfer fee is usually split equally between the seller and the buyer, but this arrangement can vary upon agreement.

(2) To calculate whether the seller will be subject to Specific Business Tax, the number of years in possession will be counted from the date that the property was acquired to the date that the property is transferred to the new buyer. There is an exemption for an individual who holds a property for less than 5 years but uses a property as a primary residence and their name appears on the household registration certificate for at least one year. In this case, the individual seller will not be subject to Specific Business Tax.

(3) For a company seller, the maximum withholding tax is 20% of the official appraised value or the contracted sale price (whichever is greater). For an individual seller, the maximum withholding tax is 20% of the official appraised value.