



ANYU RESIDENCE

RESIDENTIAL OWNERSHIP GUIDE

Bophut - Fisherman's Village, Koh Samui

Welcome to Anyu Residence

A clear guide to the ownership structure behind your villa.



Buying a villa in Thailand is exciting, but for many international purchasers the most important practical question is simple: how does the ownership actually work?

This guide answers that question. The sales team can explain the villas, location, lifestyle and investment potential; this document focuses on the ownership structure behind the purchase.

THE ANYU STRUCTURE

A registered land lease, ownership of the villa or structures during the lease, contractual renewal provisions, transfer and inheritance rights, and a professionally managed residential environment.

Our aim is simple: short enough to read, detailed enough to trust.

Understanding Your Ownership in 60 Seconds

The entire structure in six steps.



1. Choose your villa

Select the villa that suits your lifestyle or investment plans.

3. Register the lease

The land lease is registered for 30 years from the Lease Registration Date.

5. Sell, transfer or pass it on

The lease contains procedures for assignment, sublease and succession, subject to its terms.

2. Sign the agreements

The legal documents record the purchase and lease structure.

4. Own and enjoy your villa

During the lease, the Lessee owns the buildings or structures constructed on the leased land.

6. Renew for the future

A written renewal request may be made at any time before the existing lease ends.

Why Leasehold Is Used in Thailand



Foreign individuals are generally restricted from directly owning land in Thailand. Long-term registered leases are therefore commonly used for foreign purchasers of villas.

A registered lease is not the same as a short holiday rental. It gives the Lessee legally documented rights to occupy and use the leased land for the registered term. At Anyu Residence, the Lease Agreement adds specific provisions covering the villa, renewal, transfer, sublease and inheritance.

THE KEY DISTINCTION

The land remains with the legal landowner. The purchaser receives the rights specifically set out in the registered lease and related documents.



The Anyu Ownership Structure

THE LAND

The land remains legally owned by the Lessor. The Owner receives registered lease rights over the specifically identified leased portion.

THE COMMUNITY

Shared infrastructure and common areas are intended to be managed as part of the wider estate structure.

THE VILLA

The Lease Agreement states that the Lessee owns the buildings or structures constructed by the Lessee during the lease.

THE FUTURE

The Lease Agreement contains a specific renewal mechanism rather than leaving the position after the initial lease unexplained.



IN SIMPLE TERMS

You do not acquire freehold ownership of the land. Your land rights come through the registered lease, while the villa or structures are owned by you as Lessee during the lease term, subject to the Lease Agreement.

Your 30-Year Registered Lease



LEASE REGISTRATION DATE

30 YEARS

The initial lease term is 30 years and begins on the date the lease is registered. The Lease Agreement requires the parties to register the lease within 30 days from the date of the agreement.

The Lessee is responsible for the lease registration fees and taxes. The Lease Agreement also places land and building taxes attributable to the leased land on the Lessee.

OWNERSHIP OF THE BUILDING

During the lease, the Lessee owns the buildings or structures constructed on the leased land. The Lessor must cooperate with relevant documentation for construction permits and utility installation.

The Anyu Renewal Option

A central feature of the ownership structure.



REQUEST RENEWAL AT ANY TIME

The Lessee may submit a written renewal request at any time before the existing Lease Agreement ends. You do not have to wait until the final years of the lease.

Following that request, the Lessor agrees to extend the Unit lease or, where applicable, terminate the existing agreement and enter into a new 30-year Unit Lease Agreement in accordance with the Lessee's request.

The requested lease agreement is to be registered within 30 days after the Lessor receives the written request.

Renewal, Costs and Long-Term Planning

RENEWAL LEASE FEE

THB 900,000 is payable to the Lessor each time the lease is renewed or adapted under the renewal clause.

WHY IT MATTERS

The future is addressed contractually from the beginning. An Owner can plan ahead rather than simply waiting for the original 30-year term to approach expiry.

REGISTRATION COSTS

The Lessee is also responsible for applicable registration fees, taxes and expenses.

IF THERE IS NO RENEWAL

If the lease ultimately expires without renewal, the Lease Agreement provides that the buildings and structures vest in the Lessor without compensation.



IMPORTANT

The renewal is governed by the Lease Agreement and must be carried out and registered as required. This guide explains the structure but does not replace the legal process.

Your Rights as an Owner



Use and enjoyment

The Lessee has the right to access, possess, use and enjoy the leased land in accordance with the Lease Agreement.

Sublease and rental

The Lease Agreement allows sublease subject to the Lessor's prior consent and the conditions of the agreement.

Protection from interference

The Lessor may not unreasonably obstruct or interfere with the Lessee's rights under the agreement.

Construction and alterations

Construction, additions, alterations or demolition must comply with the Lease Agreement and required government approvals.

Owner Responsibilities



Ownership rights come with practical responsibilities. The Owner is responsible for the costs allocated to the Lessee under the Lease Agreement, including applicable lease registration costs and taxes attributable to the leased land.

Structural or external changes must follow the required approval process. Rental or sublease arrangements must comply with the Lease Agreement, applicable law and estate rules.

ESTATE OBLIGATIONS

Separate project documents may set out residence fees, common-area charges, management services and community rules. These should be read together with the Lease Agreement.

Selling or Transferring Your Villa



The Lessee may assign the leasehold rights, subject to the Lessor's prior consent. The Lease Agreement states that this consent must not be unreasonably withheld or delayed.

CONSENT FEE

THB 100,000 is payable to the Lessor for written consent to a sublease or assignment on each occurrence.

BUILDING OWNERSHIP

When leasehold rights are assigned, the Lease Agreement also provides for the Lessor's consent to transfer ownership of the buildings or structures to the assignee.

IMPORTANT WHEN SELLING

An assignment by itself does not extend the original 30-year lease term. The remaining lease term therefore matters. The separate Anyu renewal mechanism can be used in accordance with the Lease Agreement.

Inheritance and Succession



The Lease Agreement is designed to address succession rather than leave the position unclear.

If either party dies, the agreement states that its rights and/or obligations devolve upon and bind the relevant heirs or other legal successors.

In the case of the Lessee's death, the Lessor also agrees to consent to transfer ownership of the buildings or structures to the Lessee's lawful heirs or testamentary beneficiaries.

GOOD PLANNING STILL MATTERS

Owners should make appropriate wills and obtain independent succession advice so that their personal estate planning matches the contractual structure.

A Professionally Managed Community



A private villa is affected by the quality of the community around it. Roads, landscaping, lighting, drainage, security infrastructure and other shared elements need consistent long-term care.

Anyu Residence is therefore intended to operate as a managed residential community rather than a collection of unrelated villas.

KEPT DELIBERATELY BRIEF

This guide is primarily about ownership and lease structure. Detailed estate rules, services, residence fees and management packages are provided separately by the project and management team.

How It Works in Practice

You live in the villa

You occupy and enjoy the property under the registered lease and maintain your villa in accordance with the agreements.

You decide to sell

The leasehold rights and building ownership can be transferred using the procedure in the Lease Agreement.

You want the property to pass to family

The Lease Agreement contains succession provisions, while your personal will should identify the intended beneficiaries.

You are away part of the year

You retain your lease and villa rights. Any rental or sublease arrangement must follow the Lease Agreement and applicable requirements.

You want a fresh long-term position

You may make a written renewal request at any time before the existing lease ends.

The lease is not renewed

At final expiry without renewal, the Lease Agreement's expiry provisions apply, including vesting of buildings and structures in the Lessor.



Frequently Asked Questions

Do I own the land?

No. The land remains owned by the Lessor. Your land rights arise from the registered lease.

How long is the initial lease?

30 years from the Lease Registration Date.

Do I own the villa?

The Lease Agreement states that the Lessee owns the buildings or structures constructed by the Lessee during the lease.

Can I renew?

Yes. A written renewal request may be made at any time before the agreement ends.

What does renewal cost?

THB 900,000 per renewal/adaptation, plus applicable registration fees, taxes and expenses.

Can I sell or transfer?

Yes, subject to the transfer procedure and prior-consent provisions in the Lease Agreement.

Is there a consent fee?

Yes. THB 100,000 per occurrence for written consent to a sublease or assignment.

Can my family inherit my rights?

The Lease Agreement contains succession provisions and provides for transfer of building ownership to lawful heirs or testamentary beneficiaries.

Which language controls?

The Lease Agreement states that the Thai version prevails if the Thai and English versions conflict.

Should I use my own lawyer?

Yes. Independent legal advice is recommended before signing.

Key Terms and Important Notice

Owner

The term used in this guide for the purchaser. The Lease Agreement uses the legal term Lessee.

Lessee

The party receiving the lease rights under the Lease Agreement.

Lease Registration Date

The date from which the 30-year lease term begins.

Assignment

Transfer of leasehold rights to another party in accordance with the Lease Agreement.

Lessor

The legal owner of the land who grants the lease.

Registered Lease

The lease recorded at the relevant Land Office.

Renewal

The contractual process for extending the Unit lease or creating a new 30-year Unit lease, as applicable.

Sublease

Granting another party rights to use the leased property, subject to the Lease Agreement.

IMPORTANT NOTICE

This guide explains the Anyu Residence ownership structure in clear, everyday English. It is not the legal agreement itself. The signed and registered legal documents and applicable Thai law prevail. Buyers should obtain independent legal advice before signing.

The Lease Agreement is in Thai and English and states that the Thai version prevails if the two versions conflict.





CLARITY FROM THE BEGINNING

Anyu Residence has been planned for buyers who want clarity as well as a beautiful home. The ownership structure explains how the land lease works, who owns the villa during the lease, how rights can be transferred or inherited, and how the contractual renewal option supports long-term planning.

Read this guide together with the formal legal documents and your own professional advice.

WELCOME TO ANYU RESIDENCE