

Buying Real Estate in Türkiye

A practical legal guide for Chinese investors and buyers

Buying in Türkiye? Do not rush the payment.

For Chinese investors planning to buy residential, commercial or other real estate in Türkiye.

This guide covers:

- 01 What a Chinese buyer should confirm before buying
- 02 How to check title, debts and project risk
- 03 What to watch with new and off-plan property
- 04 Contracts, deposits and paying from China
- 05 From payment to Tapu: how the transaction completes

Can Chinese investors buy property in Türkiye?

Yes, within statutory limits

Chinese citizens can buy real estate in Türkiye. Conditions and formalities can differ by nationality, so the requirements that apply to a Chinese buyer and to the particular property should be confirmed before a contract is signed or money is paid.

General limits on foreign buyers

01 · Nationwide limit

As a rule, one foreign natural person may not acquire more than 30 hectares in total across Türkiye.

02 · District limit

The total area held by foreign natural persons may not exceed 10 per cent of the privately owned land in the district (*ilçe*).

03 · Military and security zones

Property in military forbidden zones cannot be acquired by foreign natural persons; property in certain security zones may need special permission.

04 · Unbuilt land

A foreign natural person who buys land without a building must submit a development project for approval within the statutory period.

The real question is not "can foreigners buy?"

It is: can this buyer buy this particular property?

Title type, location, the nature of the land and the buyer's nationality can all affect the transaction.

Check the property before you pay

Legal due diligence before payment

A show flat, a brochure or what an agent tells you is not a substitute for a legal check. Confirm the legal status of the property before paying a large deposit or the price.

01 · Who is the real owner?

Check the land registry record and confirm that the seller is entitled to sell.

02 · Are there encumbrances?

Mortgages, attachments, restrictions on transfer, third-party rights and other entries.

03 · Do the details match?

The address, unit and project details on the Tapu (title deed) must match the property you were shown.

04 · Is the price reasonable?

Since 2024 an official valuation report is generally no longer mandatory for purchases by foreigners that are not made for citizenship; citizenship purchases still require a valuation through the prescribed system. An independent valuation still helps in judging the price.

What a property is worth and whether it can be bought safely are two different questions. A valuation does not replace a legal review of title, encumbrances, the project and the contract.

05 · Who is receiving the money?

Who is the payee?

How is the account connected to the seller?

Is the purpose of payment stated?

Can the payment be proved from bank records?

Completed, new and off-plan: the title status differs

Property and project risks

Do not judge by the project name and the look of the building. The Tapu is the Turkish title record, but the type of title and its registration status also need checking.

Kat İrtifakı · construction servitude

The right established for future independent units before the building is completed.

Kat Mülkiyeti · condominium ownership

Full title to the independent unit once the building is completed and the conditions are met.

İskan · occupancy permit

Confirmation that the building may lawfully be put into use.

Off-plan purchases need particular care

The buyer carries more project and delivery risk. Before paying, check:

Land and title status

Identity of the developer or seller

Building and project permits

Delivery date

Payment schedule

Late delivery or non-delivery

A promise-of-sale contract is not an ordinary receipt

A real estate promise-of-sale contract (*taşınmaz satış vaadi sözleşmesi*) must be drawn up by a notary in the form required by law. **Otherwise it is invalid.**

Confirm the form and legal effect of the contract before paying large sums for property that is unfinished or not yet transferred.

Deposits, contracts and paying from China

Protect the money before the transfer

01 · Agree the refund terms before paying a deposit

What if the seller cannot transfer title? What if the legal review finds a problem? Is the deposit returned if the deal cannot complete? Who bears default and other costs? Do not rely on verbal assurances or accept a bare "deposit non-refundable".

02 · Paying from China: think about the route first

China has foreign exchange rules on individual purchases of foreign currency and on the use of funds abroad, and the annual individual quota generally cannot be used to buy real estate overseas. Put questions of Chinese foreign exchange law to qualified advisers in China.

From the Turkish side, the source and route of payment should be:

Lawful

Traceable

Provable

Consistent with the transaction documents

03 · DAB (Döviz Alım Belgesi), the foreign currency purchase certificate. When a foreign natural person buys property, the purchase currency must in principle be converted through a bank in Türkiye and a DAB obtained. DAB details are submitted to the land registry before transfer.

Settle the payment account, banking route, conversion and DAB steps before the money is sent to Türkiye.

04 · A VAT exemption may apply to new property. Eligible foreign buyers may be exempt from VAT on the first delivery of a home or workplace by the developer. The conditions are strict and include buyer eligibility, payment in foreign currency and a holding period. Confirm eligibility before signing and paying, not after completion.

From payment to Tapu

How the transaction completes

- 1 Legal review.** Owner, Tapu, mortgages, attachments, restrictions, project and other legal risks.
- 2 Valuation, where applicable.** Mandatory for citizenship purchases; otherwise arranged as needed.
- 3 Payment and DAB.** Pay through a provable banking route and complete conversion and the DAB.
- 4 DASK (compulsory earthquake insurance).** Since 5 September 2026 the registry checks at transfer that there is valid compulsory earthquake insurance in the new owner's name; the seller's policy ends on registration and no longer passes to the buyer.

- 5 Transfer at the land registry.** Title passes on registration. The title deed fee is calculated on the declared transaction value: by law 2 per cent for the buyer and 2 per cent for the seller. Agree in advance who bears the costs.

Does the buyer have to come to Türkiye? Not necessarily. Where the requirements are met, the buyer can act through a power of attorney. Since China joined the Apostille Convention, qualifying documents can be apostilled and translated into Turkish as required; the form and wording should be agreed with Turkish counsel beforehand.

A buyer who attends in person and does not speak Turkish needs a sworn interpreter at the registry.

A purchase is not a residence permit or citizenship

Three separate legal questions

Purchase

Title is acquired under Turkish real estate law.

Residence permit

Owning property does not automatically give a residence permit. The application has to meet the immigration rules in force at the time, including a minimum property value.

Citizenship

Only property that meets specific conditions can be used for citizenship by investment. Eligibility, amount, payment, registration and holding requirements are reviewed separately. See Guide 04.

Final checks before signing or paying

- Is the buyer's eligibility confirmed?
- Have title and encumbrances been checked?
- Have the project and permits been checked?
- Is the contract in the right form?
- Are the payment route and DAB arranged?
- Has any residence or citizenship aim been verified separately?

Confirm first, then pay.

How Tercan Legal can help

Supporting Chinese property buyers in Türkiye

Pre-purchase legal review

Title and Tapu review · mortgages, attachments and other encumbrances · review of the seller and the transaction documents · project and related legal risk

Contract and transaction support

Deposit agreements and sale contracts · promise-of-sale contracts · payment structure and DAB issues · legal support at transfer · powers of attorney and remote transactions

New-build, projects and foreign investors

Risk in new and off-plan projects · acquisition conditions for foreign buyers · VAT exemption conditions · the link between property, residence and citizenship

Contact Tercan Legal

Istanbul · Acting in matters throughout Türkiye

Tercan Legal is an Istanbul law firm that has advised foreign clients from more than 40 countries since 2013. Matters are handled by lawyers registered with the Istanbul Bar; the founding lawyer spent years as in-house counsel to banks.

Start with a free 20-minute online introductory meeting. Document review, written opinions and detailed consultations are charged, on terms agreed in writing beforehand. Send us a message with a time that suits you for a call.

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Written materials can be provided in Chinese; the language of day-to-day communication is agreed before engagement.

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