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CHINA MERCHANTS LAND LIMITED

招商局置地有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 978)

**DISCLOSEABLE AND CONNECTED TRANSACTION –
ACQUISITION OF LIMITED PARTNERSHIP INTEREST IN A FUND
AND
CONNECTED TRANSACTION – ACQUISITION OF
INTEREST IN ASSET MANAGEMENT COMPANY**

**ACQUISITION OF LIMITED PARTNERSHIP INTEREST IN A FUND AND
ACQUISITION OF INTEREST IN ASSET MANAGEMENT COMPANY**

The Board is pleased to announce that on 15 March 2019, Converge (an indirect wholly-owned subsidiary of the Company), the General Partner (acting for itself and on behalf of the Partnership) and Poly Field entered into the Interest Transfer Agreement, pursuant to which Poly Field has conditionally agreed to transfer and assign to Converge, and Converge has conditionally agreed to accept the transfer and assignment from Poly Field, the Partnership Interest in the Partnership at the consideration of approximately RMB369,000,000 (equivalent to approximately HK\$432,256,000). On 15 March 2019, Cosmos Boom (a directly wholly-owned subsidiary of the Company) and Poly Field entered into the Sale and Purchase Agreement, pursuant to which Poly Field shall sell and Cosmos Boom shall purchase 51% of the issued share capital of the Target Company which is engaged in Asset Management Business at an initial consideration of approximately RMB234,100 (equivalent to approximately HK\$274,000).

LISTING RULES IMPLICATIONS

As one or more of the applicable percentage ratios in respect of the transactions contemplated under the Interest Transfer Agreement exceed 5%, but are all less than 25%, the entering into the Interest Transfer Agreement and the transactions contemplated therein constitute a discloseable transaction of the Company under the Listing Rules and is therefore subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

Poly Field is a wholly-owned subsidiary of CMSK. CMSK is the controlling shareholder of the Company indirectly holding approximately 74.35% of the issued share capital of the Company and hence a connected person of the Company. Poly Field, as an associate of CMSK, is a connected person of the Company. The General Partner is held directly by Poly Field as to 33%, and hence, an associate of CMSK and a connected person of the Company. Therefore, the entering into the Interest Transfer Agreement and the transactions contemplated therein also constitute a connected transaction under Chapter 14A of the Listing Rules.

The Interest Transfer Agreement and the transactions contemplated therein are therefore subject to the reporting, announcement and Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

As Poly Field is a connected person of the Company, the transactions contemplated under the Sale and Purchase Agreement shall constitute a connected transaction under Chapter 14A of the Listing Rules. Although both the Interest Transfer and the Share Transfer were entered into with Poly Field, these transactions are separate from each other given the nature and purpose of entering into such transactions. As all of the percentage ratios in respect of the transaction contemplated under the Sale and Purchase Agreement are less than 0.1%, the transactions contemplated under the Sale and Purchase Agreement are not subject to any reporting, announcement and Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules. For the interest of completeness, the general disclosure of the Sale and Purchase Agreement is made in this announcement.

GENERAL

An Independent Board Committee has been formed to consider and advise the Independent Shareholders as to whether the terms of each of the Interest Transfer Agreement and the transactions contemplated therein are fair and reasonable and are in the interests of the Company and its Shareholders as a whole, and to advise the Independent Shareholders as to how to vote at the EGM. An independent financial adviser will be appointed as the independent financial adviser of the Company to advise the Independent Board Committee and the Independent Shareholders in this respect.

The EGM will be convened for the purpose of considering and, if thought fit, approving, among other things, the Interest Transfer Agreement and the transactions contemplated therein where Success Well and its associates shall abstain from voting on the resolutions approving the Interest Transfer Agreement and the transactions contemplated therein.

A circular containing, among other things, (i) details of the Interest Transfer Agreement and the transaction contemplated therein; (ii) recommendations of the Independent Board Committee to the Independent Shareholders regarding the Interest Transfer Agreement and the transaction contemplated therein; (iii) the letter of advice from the independent financial adviser to the Independent Board Committee and the Independent Shareholders regarding the Interest Transfer Agreement and the transaction contemplated therein; (iv) financial information of the Partnership; and (v) property valuation report of the Properties, together with a notice convening the EGM and a proxy form, are expected to be despatched to the Shareholders on or before 8 April 2019.

Shareholders and potential investors of the Company should note that completion of the transactions contemplated under the Interest Transfer Agreement are subject to the satisfaction of the conditions precedent therein. As the transactions may or may not proceed, Shareholders and potential investors of the Company are advised to exercise caution when dealing in the Shares.

THE INTEREST TRANSFER AGREEMENT

The Board is pleased to announce that on 15 March 2019, Converge, the General Partner, and Poly Field entered into the Interest Transfer Agreement, pursuant to which Poly Field has conditionally agreed to transfer and assign to Converge, and Converge has conditionally agreed to accept the transfer and assignment from Poly Field, the Partnership Interest in the Partnership.

The principal terms of the Interest Transfer Agreement are set out below:

Date: 15 March 2019

Parties:

- (a) Converge, an indirect wholly-owned subsidiary of the Company, as the transferee;
- (b) Poly Field, as the transferor. Poly Field is a wholly-owned subsidiary of CMSK, the controlling shareholder of the Company indirectly holding approximately 74.35% of the issued share capital of the Company and hence a connected person of the Company. Poly Field, as an associate of CMSK, is a connected person of the Company; and
- (c) the General Partner, acting for itself and in its capacity as the general partner of the Partnership. The General Partner is held directly by Poly Field as to 33%, and hence, an associate of CMSK and a connected person of the Company.

Assets to be acquired

Pursuant to the Interest Transfer Agreement, Poly Field has conditionally agreed to transfer and assign, and Converge has conditionally agreed to accept the transfer and assignment of, the Partnership Interest, representing 20% of the existing partners' total capital commitment to the Partnership. As at the date of this announcement, the Properties are the only major assets of the Partnership.

Consideration

The consideration for the Partnership Interest is approximately RMB369,000,000 (equivalent to approximately HK\$432,256,000), which shall be paid by Converge to Poly Field on or before the Interest Transfer Agreement Closing Date. The consideration shall be funded by the Group's internal resources.

Basis of the consideration

The consideration of approximately RMB369,000,000 (equivalent to approximately HK\$432,256,000) was determined after arm's length negotiation between Poly Field and Converge, with reference to (i) the percentage interest in the Properties represented by the Partnership Interest; and (ii) the value of Properties as of the Interest Transfer Agreement Valuation Date as set forth in the valuation report issued by the valuer engaged by Poly Field.

Conditions Precedent

Completion of the transaction contemplated under the Interest Transfer Agreement is conditional upon the following conditions precedent being fulfilled or waived (with or without conditions) by Poly Field or Converge (as the case may be):

- (a) each of Poly Field and Converge's representations and warranties being true and accurate as of the date of the agreement and remaining true and accurate in any material respect as of the Interest Transfer Agreement Closing Date;
- (b) each party to the agreement having performed and complied with all obligations and conditions contained in the agreement that are required to be performed or complied with by them on or before the Interest Transfer Agreement Closing Date;
- (c) no provision of any applicable laws prohibiting or otherwise restrict the consummation of any transactions contemplated by the agreement;
- (d) all internal approvals, including but not limited to necessary board and/or shareholder approvals of each of Poly Field and Converge, with respect to the Interest Transfer having been duly obtained and effective as of the Interest Transfer Agreement Closing Date;
- (e) the written consents from the banks with respect to the Interest Transfer having been duly obtained and effective as of the Interest Transfer Agreement Closing Date;
- (f) the Partnership Interest being free and clear of any lien, security interest, mortgage, charge, or encumbrance;
- (g) each party to the agreement having executed and delivered to each other the Interest Transfer Agreement;

- (h) the valuer engaged by Poly Field having issued the valuation report regarding the value of Properties;
- (i) Poly Field, Converge, the General Partner and PREP Venice having executed a deed of transfer, consent and adherence;
- (j) Poly Field having executed and delivered to Converge on the Interest Transfer Agreement Closing Date a certificate dated as of that date certifying that the conditions specified in relation to its obligations have been satisfied as of the Interest Transfer Agreement Closing Date; and
- (k) there being no (i) event, occurrence, fact, condition, change or development that has had, has, or could reasonably be expected to have, individually or together with other events, occurrences, facts, conditions, changes or developments, a material adverse effect on the business, properties, assets, employees, operations, results of operations, condition (financial or otherwise), prospects, assets or liabilities of the Partnership and its subsidiaries taken as a whole; (ii) material impairment of the ability of any party other than Converge to perform the material obligations under the Interest Transfer Agreement; or (iii) material impairment of the validity or enforceability of the Interest Transfer Agreement against any party hereto other than Converge.

Assignment

Converge may, upon written notice to Poly Field and the General Partner before the Interest Transfer Agreement Closing Date, assign part or all of its rights and obligations under the Interest Transfer Agreement to the Company or any controlled subsidiary of the Company. The assignee, Poly Field, Converge, and the General Partner shall fully cooperate and enter into a supplemental agreement regarding such assignment.

Completion

The completion of the Interest Transfer shall take place in Hong Kong as soon as practicable, but in no event later than five business days following the satisfaction or waiver of all of the conditions precedent, or at such other time as Poly Field and Converge shall mutually agree. Upon completion of the Interest Transfer, Converge shall hold 20% interest in the Partnership and agrees to be bound by all the terms of the Partnership Agreement in respect of the Partnership Interest as if it had been an original party to the Partnership Agreement.

INFORMATION ABOUT THE PARTNERSHIP

The Partnership is a Cayman Islands exempted limited partnership established by the General Partner as general partner, and PREP Venice and Poly Field as limited partners on 7 September 2017. The Partnership is a single project fund and as at the date of this announcement, it indirectly holds interest in the Properties. The purpose of the Partnership is to achieve long-term capital appreciation, principally through acquiring, holding and disposing of the interests of the Properties. As at the date of this announcement, the amount of total capital commitments of all of the partners to the Partnership is RMB1,600,000,000.

Pursuant to the Partnership Agreement, the business of the Partnership is carried on and managed by the General Partner and the General Partner has appointed Shanghai BangXin Enterprise Management Consulting Co. Limited* (上海邦欣企業管理諮詢有限公司), the directly wholly-owned subsidiary of the Target Company, as the asset manager, to advise and assist the General Partner in, among other functions, the management of the Properties.

Set out below are the audited profit/(loss) before and after taxation of the Partnership for the financial years ended 31 December 2017 and 2018:

	For the year ended 31 December	
	2017	2018
	<i>(RMB)</i>	<i>(RMB)</i>
Profit/(loss) before and after taxation	(30,644,668)	329,805,562

The net asset value of the Partnership as at 31 December 2018 based on audited financial statements of the Partnership was approximately RMB1,846,825,511.

The total market value of the Properties attributable to the Partnership as at 31 December 2018 was approximately RMB5,360,940,000 based on the valuation by an independent valuer. The original acquisition cost of the Properties attributable to the Partnership was RMB4,894,660,000.

The Partnership has obtained bank loans in the aggregate amount of RMB3,500,000,000, the remaining interest payable of which is approximately RMB806,000,000. In the event that the Partnership does not have sufficient funds to repay the interests and the loans, the limited partners shall increase their respective capital commitments to the Partnership or procure such amount to be paid to the Partnership, and the failure to make such payment on time would constitute default of such limited partner.

INFORMATION OF THE PROPERTIES

The Partnership holds interests in the Properties consisting of a complex situated at Chaoyang District, Beijing, the PRC (Beijing Merchants Tower), a complex situated at Pudong District, Shanghai, the PRC (Shanghai Merchants Tower) and a complex situated at Jingan District, Shanghai, the PRC (Shanghai Merchants Plaza).

Beijing Merchants Tower

Opened in 1997, Beijing Merchants Tower is a complex development erected on a parcel of land with a total site area of approximately 42,566 sq.m. It is situated at No. 108, Jia 108, Yi 108, 110, 112, 116, 118, Jia 118, Yi 118, Jianguo Road, Chaoyang District, Beijing, the PRC. The land use rights of the property have been granted for a term of 50 years for office use, 70 years for apartment use and 40 years for commercial use. The Partnership indirectly holds 91% interest in Beijing Merchants Tower.

Shanghai Merchants Tower

Opened in 1996, Shanghai Merchants Tower is a complex development erected on a parcel of land with a total site area of approximately 7,301 sq.m. It is situated at No. 161, LujiazuiDong Road, Pudong District, Shanghai, the PRC. The land use rights of the property have been granted for a term of 50 years for multi-functional use. The Partnership indirectly holds 100% interest in Shanghai Merchants Tower.

Shanghai Merchants Plaza

Opened in 1998, Shanghai Merchants Plaza is a complex development erected on a parcel of land with a total site area of approximately 9,642 sq.m. It is situated at No. 333, Chengdubei Road, Jingan District, Shanghai, the PRC. The land use rights of the property have been granted for a term of 50 years for multi-functional use. The Partnership indirectly holds 100% interest in Shanghai Merchants Plaza.

THE SALE AND PURCHASE AGREEMENT

On 15 March 2019, Cosmos Boom and Poly Field entered into the Sale and Purchase Agreement, pursuant to which Poly Field shall sell, and Cosmos Boom shall purchase, 51% of the issued capital of the Target Company.

Date: 15 March 2019

Parties:

- (a) Cosmos Boom, a direct wholly-owned subsidiary of the Company, as the transferee; and
- (b) Poly Field, as the transferor.

Assets to be acquired

Pursuant to the Sale and Purchase Agreement, Poly Field shall sell, and Cosmos Boom shall purchase, the Sale Shares, representing 51% of the entire issued share capital of the Target Company. The Target Company is engaged in the provision of asset management services in respect of the Properties through its directly wholly-owned subsidiary, Shanghai BangXin Enterprise Management Consulting Co. Limited* (上海邦欣企業管理諮詢有限公司).

Consideration

The initial consideration for the Sale Shares is approximately RMB234,100 (equivalent to approximately HK\$274,000), subject to upward or downward adjustment (if any) determined by the operating profit or loss of the Target Company together with its subsidiaries during the period between the Sale and Purchase Agreement Assessment Date and the Sale and Purchase Agreement Closing Date.

The initial consideration of approximately RMB234,100 (equivalent to approximately HK\$274,000) shall be paid by Cosmos Boom to Poly Field on the Sale and Purchase Agreement Closing Date. If there is upward adjustment of the amount of consideration, Cosmos Boom shall pay Poly Field such adjustment amount within twenty days after such amount has been mutually agreed by both parties, and vice versa.

The initial consideration together with the adjustment (if any) shall be funded by the Group's internal resources.

Basis of the consideration

The initial consideration of approximately RMB234,100 (equivalent to approximately HK\$274,000) was determined after arm's length negotiation between Poly Field and Cosmos Boom, with reference to the value of the Sale Shares as of the Sale and Purchase Agreement Assessment Date as set forth in the value assessment report issued by the institution engaged by Poly Field.

Conditions Precedent

Completion of the transaction contemplated under the Sale and Purchase Agreement is conditional upon the following conditions precedent, among others, being fulfilled or waived (with or without conditions) by Poly Field or Cosmos Boom (as the case may be):

- (a) each of Poly Field and Cosmos Boom's representations and warranties being true and accurate as of the date of the agreement and remaining true and accurate in any material respect as of the Sale and Purchase Agreement Closing Date;

- (b) each of Poly Field and Cosmos Boom having performed and complied with all obligations and conditions contained in the agreement that are required to be performed or complied with by them on or before the Sale and Purchase Agreement Closing Date;
- (c) Poly Field having obtained Pan-Oceanic's written approval with respect to the Share Transfer in compliance with the Shareholders' Agreement, and the necessary board resolutions of the Target Company with respect to the Share Transfer;
- (d) all internal consents or approvals of each of Poly Field and Cosmos Boom, with respect to the Share Transfer having been duly obtained in accordance with the applicable laws;
- (e) each of Poly Field and Cosmos Boom having executed and delivered to each other the Sale and Purchase Agreement;
- (f) Poly Field having issued a confirmation letter confirming that the conditions specified in relation to its obligations have been satisfied as of the Sale and Purchase Agreement Closing Date; and
- (g) there being no event, fact, condition, change or other situations having a material adverse effect on the Target Company and its subsidiaries.

FINANCIAL INFORMATION OF THE TARGET COMPANY

Set out below are the audited profit/(loss) before and after taxation of the Target Company for the financial years ended 31 December 2017 and 2018:

	For the year ended 31 December	
	2017	2018
	<i>(RMB)</i>	<i>(RMB)</i>
Profit/(loss) before taxation	(19,602)	285,158
Profit/(loss) after taxation	(19,602)	261,055

The Target Company was formed by Pan-Oceanic and Poly Field on 24 October 2017 and each of Pan-Oceanic and Poly Field holds 4,900 and 5,100 shares of the Target Company of HK\$1 each.

The net asset value of the Target Company as at 31 December 2018 based on audited financial statements of the Target Company was approximately RMB241,453.

INFORMATION OF THE PARTIES

Converge, a company established in the British Virgin Islands with limited liability, is principally engaged in investment holding.

Cosmos Boom, a company established in the British Virgin Islands with limited liability, is principally engaged in investment holding.

Poly Field, a company established in the British Virgin Islands with limited liability, is principally engaged in investment holding. Poly Field is a wholly-owned subsidiary of CMSK. CMSK is the controlling shareholder of the Company indirectly holding approximately 74.35% of the issued share capital of the Company.

The General Partner, an exempted company established in the Cayman Islands, is principally engaged in the management of the Partnership. The General Partner is directly held by Poly Field as to 33%.

REASONS FOR AND BENEFITS OF THE ACQUISITIONS

The Group is principally engaged in the development, sale, lease, investment and management of properties in the PRC and the sales of electronic and electrical related products and sales of building related materials and equipment.

References are made to the announcement of the Company dated 17 December 2018 and 29 January 2019 and the circular of the Company dated 10 January 2019 (“**Circular**”) in relation to Amended and Restated Non-Competition Deed (as defined in the Circular). According to the Circular, the Company shall gain rights to certain asset-light property businesses without geographic restriction after the Amended and Restated Non-Competition Deed becoming effective. The domestic real estate market has developed rapidly in the past 20 years. Due to a focus on the construction of the real estate market in the past, the primary market is expected to enter the maturity stage in the next 10-20 years. Therefore, there will be an increasing demand for the secondary property related businesses such as the property operation and management services, especially for the office space and serviced apartments in the first-tier cities. The purpose of entering into the Interest Transfer is to strengthen the investment portfolio of the Company, while in conjunction with the Amended and Restated Non-Competition Deed to facilitate the exclusive Asset Management Business for office premises in Beijing and Shanghai by the Company. Through the acquisition of the Partnership Interest, the Company will be able to invest in the Properties which are located in Beijing and Shanghai as a minority co-investor through holding minority stakes in the Partnership.

The purpose of the Share Transfer is to enhance the business scope of the Company. The acquisition of the majority interests in the Target Company allows the Company to commence its Asset Management Business for office premises in Beijing and Shanghai to enable the transformation of the Company into an asset-light property operator while continue to operate its traditional property development business. It is expected that the Asset Management Business of the Company will be further expanded in Shenzhen and potentially in other cities in China.

The terms of the Interest Transfer Agreement have been arrived at after arm's length negotiations between the parties. The Directors (other than the independent non-executive Directors who will give their opinion after considering the advice from the independent financial adviser) have confirmed that the terms of the Interest Transfer Agreement and the transactions contemplated therein are fair and reasonable, on normal commercial terms or better and in the interests of the Company and its Shareholders as a whole.

LISTING RULES IMPLICATIONS

As one or more of the applicable percentage ratios in respect of the transactions contemplated under the Interest Transfer Agreement exceed 5%, but are all less than 25%, the entering into the Interest Transfer Agreement and the transactions contemplated therein constitute a discloseable transaction of the Company under the Listing Rules and is therefore subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

Poly Field is a wholly-owned subsidiary of CMSK. CMSK is the controlling shareholder of the Company indirectly holding approximately 74.35% of the issued share capital of the Company and hence a connected person of the Company. Poly Field, as an associate of CMSK, is a connected person of the Company. The General Partner is held directly by Poly Field as to 33%, and hence, an associate of CMSK and a connected person of the Company. Therefore, the entering into the Interest Transfer Agreement and the transactions contemplated therein also constitute a connected transaction under Chapter 14A of the Listing Rules.

The Interest Transfer Agreement and the transactions contemplated therein are therefore subject to the reporting, announcement and Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

As Poly Field is a connected person of the Company, the transactions contemplated under the Sale and Purchase Agreement shall constitute a connected transaction under Chapter 14A of the Listing Rules. Although both the Interest Transfer and the Share Transfer were entered into with Poly Field, these transactions are separate from each other given the nature and purpose of entering into such transactions. As all of the percentage ratios in respect of the transaction contemplated under the Sale and Purchase Agreement are less than 0.1%, the transactions contemplated under the Sale and Purchase Agreement are not subject to any reporting, announcement and Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules. For the interest of completeness, the general disclosure of the Sale and Purchase Agreement is made in this announcement.

INDEPENDENT BOARD COMMITTEE AND INDEPENDENT FINANCIAL ADVISER

An Independent Board Committee has been formed to consider and advise the Independent Shareholders as to whether the terms of the Interest Transfer Agreement and the transactions contemplated therein are fair and reasonable and are in the interests of the Company and its Shareholders as a whole, and to advise the Independent Shareholders as to how to vote at the EGM.

An independent financial adviser will be appointed as the independent financial adviser of the Company to advise the Independent Board Committee and the Independent Shareholders in this respect.

GENERAL

As Mr. Xu Yongjun, Mr. Huang Junlong and Ms. Liu Ning, each a non-executive Director, all hold positions in CMSK and Mr. Wong King Yuen, an executive Director, holds positions in CMSK and/or its associates, in order to avoid any actual or potential conflict of interest, each of them had abstained from voting at the relevant Board meeting on the relevant Board resolutions approving the Interest Transfer Agreement and the transactions contemplated therein.

The EGM will be convened for the purpose of considering and, if thought fit, approving, among other things, the Interest Transfer Agreement and the transactions contemplated therein where Success Well and its associates shall abstain from voting on the resolutions approving the Interest Transfer Agreement and the transactions contemplated therein.

A circular containing, among other things, (i) details of the Interest Transfer Agreement and the transaction contemplated therein; (ii) recommendations of the Independent Board Committee to the Independent Shareholders regarding the Interest Transfer Agreement and the transaction contemplated therein; (iii) the letter of advice from the independent financial adviser to the Independent Board Committee and the Independent Shareholders regarding the Interest Transfer Agreement and the transaction contemplated therein; (iv) financial information of the Partnership; and (v) property valuation report of the Properties, together with a notice convening the EGM and a proxy form, are expected to be despatched to the Shareholders on or before 8 April 2019.

Shareholders and potential investors of the Company should note that completion of the transaction contemplated under the Interest Transfer Agreement are subject to the satisfaction of the conditions precedent therein. As the transaction may or may not proceed, Shareholders and potential investors of the Company are advised to exercise caution when dealing in the Shares.

DEFINITIONS

In this announcement, unless the context otherwise requires, the following expressions have the following meanings:

“Acquisitions”	the Interest Transfer and the Share Transfer
“Asset Management Business”	a service model, under which the Company will have full discretion to deal with the operational matters of the underlying properties subject to the asset management services, including but not limited to, strategic positioning, project design management, materials and services procurement, recruitment, building up management team, promotion and marketing, leasing and business solicitation
“associate(s)”	has the meaning ascribed hereto in the Listing Rules
“Beijing Merchants Tower”	a complex development erected on a parcel of land with a total site area of approximately 42,566 sq.m., which is situated at No. 108, Jia 108, Yi 108, 110, 112, 116, 118, Jia 118, Yi 118, Jianguo Road, Chaoyang District, Beijing, the PRC
“Board”	the board of Directors
“CMSK”	China Merchants Shekou Industrial Zone Holdings Co., Ltd. (招商局蛇口工業區控股股份有限公司), a company established in the PRC with limited liability, whose shares are listed on the Shenzhen Stock Exchange (stock code: 001979), being the controlling shareholder of the Company and held approximately 74.35% of the total issued share capital of the Company as at the date of this announcement
“Company”	China Merchants Land Limited, a company incorporated in the Cayman Islands with limited liability, the Shares of which are listed on the Main Board of the Stock Exchange (stock code: 978)
“connected person”	has the meaning ascribed to it in the Listing Rules

“Converge”	Converge Holdings Limited, a company established in the British Virgin Islands with limited liability and an indirect wholly-owned subsidiary of the Company
“Cosmos Boom”	Cosmos Boom Investment Limited, a company established in the British Virgin Islands with limited liability and a direct wholly-owned subsidiary of the Company
“Directors”	the directors of the Company
“EGM”	the extraordinary general meeting of the Company to be held to approve, among others, the Interest Transfer Agreement
“General Partner”	China Merchants and SPF Investment Fund Management Co., Ltd, an exempted company established in the Cayman Islands, the general partner of the Partnership and a connected person of the Company
“Group”	the Company and its subsidiaries
“Independent Board Committee”	the independent board committee of the Company established by all the independent non-executive Directors to advise the Independent Shareholders in respect of the Interest Transfer Agreement and the transactions contemplated therein
“Independent Shareholder(s)”	Shareholders who are not required to abstain from voting at the EGM to approve the Interest Transfer Agreement and the transactions contemplated therein

“Independent Third Party(ies)”	an independent third party not connected with the Company and its subsidiaries, their respective directors, chief executives and substantial shareholders and any of their associates within the meaning of the Listing Rules
“Interest Transfer”	the acquisition by Converge of the Partnership Interest pursuant to the Interest Transfer Agreement
“Interest Transfer Agreement”	the interest transfer agreement dated 15 March 2019 entered into between Converge, the General Partner (acting for itself and on behalf of the Partnership) and Poly Field in relation to, among other things, the sale and purchase of the Partnership Interest
“Interest Transfer Agreement Closing”	which shall take place in Hong Kong as soon as practicable, but in no event later than five business days following the satisfaction or waiver of all of the conditions precedent in Interest Transfer Agreement, or at such other time as Poly Field and Converge shall mutually agree.
“Interest Transfer Agreement Closing Date”	date on which the Interest Transfer Agreement Closing takes place
“Interest Transfer Agreement Valuation Date”	31 December 2018
“Listing Rules”	The Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, as amended from time to time
“Pan-Oceanic”	Pan-Oceanic Holdings Limited, a company established in British Virgin Islands with limited liability, a shareholder of the Target Company and an Independent Third Party
“Partnership”	Super Alliance Real Estate Partners L.P., a Cayman Islands exempted limited partnership

“Partnership Agreement”	the exempted limited partnership agreement dated 7 September 2017 entered into between the General Partner as general partner, and PREP Venice and Poly Field as limited partners, to govern their relationship and provided for, among others, the manner of operation and management of the Partnership and the side agreement dated 30 September 2017
“Partnership Interest”	an interest as a limited partner in the Partnership represented by a capital commitment of RMB320,000,000 to the Partnership and represents 20% interest in the Partnership
“Poly Field”	Poly Field Holdings Limited, a company established in the British Virgin Islands with limited liability and a connected person of the Company
“PRC”	the People’s Republic of China (excluding, for the purposes of this announcement, Hong Kong, the Macau Special Administrative Region and Taiwan)
“PREP Venice”	PREP Venice Limited, an exempted company established in the Cayman Islands and a limited partner of the Partnership
“Properties”	Beijing Merchants Tower, Shanghai Merchants Tower and Shanghai Merchants Plaza
“RMB”	Renminbi, the lawful currency of the PRC
“Sale and Purchase Agreement”	the sale and purchase agreement dated 15 March 2019 entered into between Cosmos Boom and Poly Field in relation to, among other things, the sale and purchase of the Sale Shares
“Sale and Purchase Agreement Assessment Date”	31 December 2018

“Sale and Purchase Agreement Closing”	which shall take place within five business days following the satisfaction or waiver of all of the conditions precedent in the Sale and Purchase Agreement, or at such other time as Poly Field and Cosmos Boom shall mutually agree
“Sale and Purchase Agreement Closing Date”	date on which the Sale and Purchase Agreement Closing takes place
“Sale Shares”	5,100 ordinary shares of the Target Company of HK\$1 each held by Poly Field, representing 51% of the entire issued share capital of the Target Company
“Shanghai Merchants Plaza”	a complex development erected on a parcel of land with a total site area of approximately 9,642 sq.m., which is situated at No. 333, Chengdubei Road, Jingan District, Shanghai, the PRC
“Shanghai Merchants Tower”	a complex development erected on a parcel of land with a total site area of approximately 7,301 sq.m., which is situated at No. 161, LujiazuiDong Road, Pudong District, Shanghai, the PRC
“Share(s)”	the ordinary share(s) of HK\$0.01 each in the issued share capital of the Company
“Share Transfer”	the acquisition by Cosmos Boom of the Sale Shares pursuant to the Sale and Purchase Agreement
“Shareholder(s)”	shareholders of the Company
“Shareholders’ Agreement”	the shareholders’ agreement of the Target Company entered into between Pan-Oceanic and Poly Field on 23 November 2017
“sq.m.”	square metre
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“subsidiary”	has the meaning ascribed to it in the Listing Rules

“Success Well”	Success Well Investments Limited, a limited liability company incorporated in the British Virgin Islands and the controlling shareholder of the Company
“Target Company”	Grand Synergy Asset Management Limited, a company established in Hong Kong with limited liability
“%”	per cent

By order of the Board
China Merchants Land Limited
XU Yongjun
Chairman

Hong Kong, 15 March 2019

As at the date of this announcement, the Board comprises Mr. XU Yongjun, Mr. HUANG Junlong and Ms. LIU Ning as non-executive Directors; Dr. SO Shu Fai, Mr. YU Zhiliang and Mr. WONG King Yuen as executive Directors and Dr. WONG Wing Kuen, Albert, Ms. CHEN Yanping, Dr. SHI Xinping and Mr. HE Qi as independent non-executive Directors.

* *Unofficial English translation denotes for identification purposes only*