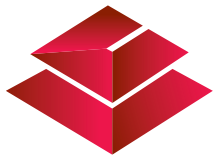


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首創置業股份有限公司

BEIJING CAPITAL LAND LTD.

(A joint stock limited company incorporated in the People's Republic of China with limited liability)

(Stock Code: 2868)

DISCLOSEABLE TRANSACTIONS – FRAMEWORK AGREEMENT

FRAMEWORK AGREEMENT

The Board is pleased to announce that on 8 November 2012, a Framework Agreement was entered into between the Vendor, a wholly-owned subsidiary of the Company and KCBS, in respect of the Possible Disposal, involving the disposal of the Equity Interest, representing the entire equity interest in the Target Company, and the Shareholder's Loan with interest, at the Consideration of approximately RMB825,650,000. Under the Framework Agreement, the Parties agreed on the framework for the Possible Disposal, completion of all matters relating to the registration of the Possible Disposal, obtaining the new business license of the Target Company, and procuring the relevant parties to enter into definitive agreements to record and effect the transfer of legal title of the Equity Interest and assignment of all rights, title, benefit and interest of and in the Shareholder's Loan.

The Vendor will enter into separate equity transfer agreements with the Purchasers (as directed and nominated by KCBS to take up the rights and obligations of KCBS under the Framework Agreement in relation to the Possible Disposal). The Company, China Railway Trust Co. Ltd. (中鐵信託有限責任公司) and Beijing Jia Yi Ju Estate Agent Co. Ltd.* (北京佳宜居房地產經紀有限公司) each holds 40%, 40% and 20% equity interest in KCBS.

LISTING RULES IMPLICATIONS

For the purpose of Chapter 14 of the Listing Rules, as one or more than one of the applicable percentage ratios (as defined in Rule 14.07 of the Listing Rules) exceed 5% but less than 25%, the Possible Disposal constitutes a discloseable transaction for the Company and are subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

On 8 November 2012, the Framework Agreement was entered into between the Vendor, a wholly-owned subsidiary of the Company and KCBS, in respect of the Possible Disposal, involving the disposal of the Equity Interest, representing the entire equity interest in the Target Company and the Shareholder's Loan with interest, at the consideration of RMB33,010,000 and RMB792,640,000 respectively. Under the Framework Agreement, the Parties agreed on the framework for the Possible Disposal, completion of all matters of registration of the Possible Disposal, obtaining the new business license of the Target Company and procuring the relevant parties to procure the entering into of definitive agreements to record and effect the transfer of legal title of the Equity Interest and assignment of all rights, title, benefit and interest of and in the Shareholder's Loan.

THE FRAMEWORK AGREEMENT

Date: 8 November 2012

Parties:

Vendor: Beijing Heng Yuan Yin Xing Investment Management Limited* 北京恆元銀星投資管理有限公司, a wholly-owned subsidiary of the Company

Purchasers: KCBS has nominated and assigned all rights and obligations of KCBS in respect of the Possible Disposal under the Framework Agreement to the following funds (as the case may be) as purchasers, namely (i) Kunshan Chuang Bo Sheng Xin Equity Investment Centre (Limited Partnership)* (昆山創博盛信股權投資中心(有限合夥)), (ii) Kunshan Chuang Bo Shun Xin Equity Investment Centre (Limited Partnership)* (昆山創博順信股權投資中心(有限合夥)), (iii) Kunshan Chuang Bo Tong Ying Equity Investment Centre (Limited Partnership)* (昆山創博統贏股權投資中心(有限合夥)); and (iv) Kunshan Chuang Bo Fu Xin Equity Investment Centre (Limited Partnership)* (昆山創博富信股權投資中心(有限合夥)). The Company is a Secondary Limited Partner of each of the four funds. For details of the four funds, please refer to the announcement of the Company dated 20 September 2012.

Assets to be disposed and consideration:

The assets to be disposed comprise: i) the Equity Interest, representing the entire equity interest of the Target Company as at the date of Completion; and ii) the Shareholder's Loan with interest. The principal amount of the Shareholder's Loan was RMB723,050,000 and the interest accrued up to the date of the Framework Agreement was RMB69,590,000. The interest accrued for the period from the date of the Framework Agreement up to the date of the assignment of the Shareholder's Loan is calculated at 15% per annum.

The Consideration is approximately equal to RMB825,650,000 made up of the consideration for the Equity Interest of RMB33,010,000 and the consideration for the Shareholder's Loan (principal together with the interest accrued up to the date of the Framework Agreement) of approximately RMB792,640,000.

The above consideration was determined after arm's length negotiations between the Vendor and the Purchasers taking into consideration of the registered capital amount constituting the Equity Interest, the principal amount of the Shareholder's Loan and all interest accrued up to the date of the Framework Agreement and the valuation as at 31 August 2012 of Beijing Fangshan Plot No.4 Project.

**Obligations of the Parties
and payment of the
Consideration:**

- i.) KCBS shall procure the Purchasers to execute separate equity transfer agreements with the Vendor in relation to the Possible Disposal for the purpose of registration of the transfer of the Equity Interest with the relevant governmental authorities in the PRC within 30 days from the date of the signing of the Framework Agreement;
- ii.) The Parties shall each prepare and submit the required necessary documents (including but not limited to Shareholder's resolution, Director's resolution and the memorandum of articles and articles of association of the Target Company) in respect of the registration of the transfer of the Equity Interest with the relevant governmental authorities in the PRC no later than 180 days from the effective date of the Framework Agreement;
- iii.) The Purchasers shall take up the assignment of the Shareholder's Loan of the principal amount of RMB723,050,000 and the interest accrued up to the date of the Framework Agreement of RMB69,590,000 for an aggregate consideration equal to RMB792,640,000 and pay off all interest accrued on the Shareholder's Loan (accruing interest at the interest rate of 15% per annum) for the period from the date of the Framework Agreement up to the date of the assignment of the Shareholder's Loan, such payment of the consideration and settlement of interest shall be made at least 1 working day before dispatching the registration of the transfer of the Equity Interest with the relevant governmental authorities in the PRC;
- iv.) The Consideration shall be paid by the Purchaser in the following manner:
 - a) the Purchasers shall pay RMB1,000,000 being an advanced payment to the Vendor's designated bank account within 30 days from the effective date of the Framework Agreement;
 - b) the Purchasers shall pay the Loan Consideration (in according to the respective percentage of the shareholding) of approximately RMB792,640,000 to the Vendor or as it may direct in writing at least 1 working day before dispatching the registration of the transfer of the Equity Interest with the relevant governmental authorities in the PRC;

In addition, the Purchasers shall pay all interest accrued on the Shareholder's Loan (accruing interest at the interest rate of 15% per annum) for the period from the date of the Framework Agreement up to the date of the assignment of the Shareholder's Loan to the Vendor or as it may direct in writing at least 1 working day before dispatching the registration of the transfer of the Equity Interest with the relevant governmental authorities in the PRC;

- c) the balance of the Share Consideration (being RMB32,010,000) shall be paid according to the respective percentage of the shareholding of the Purchasers in the Target Company within 5 working day after the date of completion of the registration of the transfer of the Equity Interest with the relevant governmental authorities in the PRC and the business license of the Target Company is obtained.

Completion:

The transaction will be completed on the date when registration of the transfer of the Equity Interest with the relevant governmental authorities in the PRC is completed and the business license of the Target Company is obtained.

Termination:

If the Vendor at its own default fails to carry out the necessary procedures to register the transfer of the Equity Interest with the relevant governmental authorities in the PRC, the assignment of the Shareholder's Loan (principal and interest) and/or settlement of the interest accrued on the Shareholder's Loan from the date of the Framework Agreement to the date of settlement of such interest pursuant to the terms of the Agreement, the Vendor shall pay to the Purchasers a daily penalty fee of 0.01% of the total Consideration on every subsequent day after the due date. If it is fall due after 90 days from the due date, the Vendor shall refund all payments made by the Purchasers pursuant to the Framework Agreement (including but not limited to the advance payment) and the Purchasers shall have the right to terminate the Framework Agreement.

If the Purchasers at its own default fails to carry out the necessary procedures to register the transfer of the Equity Interest with the relevant governmental authorities in the PRC, the assignment of the Shareholder's Loan (principal and interest) and/or settlement of the interest accrued on the Shareholder's Loan from the date of the Framework Agreement to the date of settlement of such interest pursuant to the terms of the Framework Agreement, the Purchasers shall pay to the Vendor a daily penalty fee of 0.01% of total Consideration on every subsequent day after the due date. If it is fall due after 90 days from the due date, the Vendor shall return all payments made by the Purchasers (after deducting the penalty fee) and the Vendor shall have the right to terminate the Framework Agreement.

REASONS FOR AND BENEFIT OF ENTERING INTO THE FRAMEWORK AGREEMENT

The Company is a large property developer in the PRC, focusing primarily on developing and investing in high quality and high-end commercial properties and medium to high-end residential properties, operation of hotels, property consulting services and investment holding.

The Board considers that the Proposed Disposal will assist the Company to speed up the turnover cycle for its assets, strengthen its cash resources and raise its effective use of capital, which is beneficial to the expansion of the Group's business and leads to an increase in the business scale and market share of the Group.

LISTING RULES IMPLICATIONS

For the purpose of Chapter 14 of the Listing Rules, as one or more than one of the applicable percentage ratios (as defined in Rule 14.07 of the Listing Rules) exceed 5% but less than 25%, the Possible Disposal constitutes a discloseable transaction for the Company and is subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

GENERAL INFORMATION ON THE PARTIES

The Vendor

The Vendor was a company incorporated under the laws of the PRC with limited liability and is principally engaged in investment management. The Target Company is the wholly-owned subsidiary of the Vendor.

The Purchasers

KCBS will nominate and assign all rights and obligations of KCBS in respect of the Possible Disposal under the Framework Agreement to the following four funds as the Purchasers (as the case may be), namely (i) Kunshan Chuang Bo Sheng Xin Equity Investment Centre (Limited Partnership)* (昆山創博盛信股權投資中心(有限合夥)), (ii) Kunshan Chuang Bo Shun Xin Equity Investment Centre (Limited Partnership)* (昆山創博順信股權投資中心(有限合夥)), (iii) Kunshan Chuang Bo Tong Ying Equity Investment Centre (Limited Partnership)* (昆山創博統贏股權投資中心(有限合夥)); and (iv) Kunshan Chuang Bo Fu Xin Equity Investment Centre (Limited Partnership)* (昆山創博富信股權投資中心(有限合夥)). The Company is a Secondary Limited Partner of the four funds. The Purchasers are limited partnership established under the laws of the PRC and the business scope of the Purchasers are investment and investment management being a financial consultant and providing information on economics. For details of the Purchasers, please refer to the announcement of the Company dated 20 September, 2012.

The Company, China Railway Trust Co. Ltd. (中鐵信託有限責任公司)("China Railway") and Beijing Jia Yi Ju Estate Agent Co. Ltd.* (北京佳宜居房地產經紀有限公司)("Beijing Estate") each holds 40%, 40% and 20% equity interest in KCBS.

China Railway was incorporated in the PRC and is a regulated non-banking financial institution principally engaged in PRC trust-related business.

Beijing Estate was incorporated in the PRC and is principally engaged in providing commercial, industrial/office and retail properties agency services.

Both China Railway and Beijing Estate and each of their ultimate beneficial owners are not connected persons of the Company.

The Target Company

The Target Company was a company incorporated under the laws of the PRC with limited liability on 15 December 2011 and is principally engaged in investment management. The validity of the business license is 50 years commencing from 15 December 2011 to 14 December 2061.

Beijing Xing Tai Ji Cheng Limited* (北京興泰吉成置業有限公司) was incorporated in the PRC with limited liability on 29 February 2012 and is principally engaged in development of Beijing Fangshan Plot No.4 Project and is wholly-owned by the Target Company.

The audited net asset value of the Target Company as at 31 August 2012 was approximately RMB5,000,231. The audited net profit both before and after taxation and extraordinary items were a profit of approximately RMB231 for the period ended 31 August 2012.

The audited net asset value of Beijing Xing Tai Ji Cheng Limited* (北京興泰吉成置業有限公司) as at 31 August 2012 was approximately RMB43,939,594. The audited net loss before and after taxation and extraordinary items were a loss of approximately RMB1,413,875 and RMB1,060,406 for the period ended 31 August 2012.

FINANCIAL EFFECTS OF THE TRANSACTION

An aggregate gain of approximately RMB28,010,000 (subject to audit) is expected to arise from the Possible Disposal, which represents the difference between (1) the Consideration; and (2) the aggregate of the costs of investment incurred by the Group in the Target Company.

It is the current intention of the Company that the proceeds arising from the Framework Agreement shall be used by the Company as general working capital.

DEFINITIONS

In this announcement, unless the context otherwise requires, the following words and expressions shall have the meaning ascribed to them below:

“associates”	has the meaning ascribed to such term in the Listing Rules
“Beijing Fangshan Plot No.4 Project”	parcels of land situated at Site No. 4 of Changyang West Station, Changyang Town, Fangshan District, Beijing, the PRC with saleable GFA 170,000 sq.m.
“Board”	the board of directors of the Company
“Company”	Beijing Capital Land Limited (首創置業股份有限公司), a joint stock company incorporated under the laws of the PRC with limited liability and whose H shares are listed and traded on the main board of the Hong Kong Stock Exchange
“Completion”	Completion of the transfer of the Equity Interest and assignment of all rights, title, benefit and interest of any in the Shareholder’s Loan from the Vendor (and its associates)

“connected person(s)”	having the meaning ascribed to it under the Listing Rules
“Consideration”	the total consideration to be paid by the Purchaser to the Vendor for the transfer of the Equity Interest and the assignment of the Shareholder’s Loan (principal and interest) pursuant to the Framework Agreement
“Framework Agreement”	the framework agreement entered into between the Vendor and KCBS on 8 November 2012 in connection with the Proposed Disposal
“Group”	the Company and its subsidiaries
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Hong Kong Listing Rules”	the Rules Governing the Listing of Securities on the Hong Kong Stock Exchange
“Hong Kong Stock Exchange”	The Stock Exchange of Hong Kong Limited
“KCBS”	Kunshan Chuang Bo Sheng Tuo Equity Investment Management Limited* (昆山創博盛拓股權投資管理有限公司), a company incorporated under the laws of the PRC with limited liability and 40% of its equity interest is owned by the Company
“Loan Consideration”	approximately RMB792,640,000, being the consideration for the assignment of the Shareholder’s Loan (principal and interest accrued up to the date of the Framework Agreement)
“Parties”	the Vendor and the Purchasers
“Possible Disposal”	the possible disposal of the Equity Interest and the Shareholder’s Loan (principal and interest) by the Vendor to the Purchasers pursuant to the terms of the Framework Agreement
“Purchasers”	(i) Kunshan Chuang Bo Sheng Xin Equity Investment Centre (Limited Partnership)* (昆山創博盛信股權投資中心 (有限合夥)), (ii) Kunshan Chuang Bo Shun Xin Equity Investment Centre (Limited Partnership)* (昆山創博順信股權投資中心 (有限合夥)), (iii) Kunshan Chuang Bo Tong Ying Equity Investment Centre (Limited Partnership)* (昆山創博統贏股權投資中心 (有限合夥)); and (iv) Kunshan Chuang Bo Fu Xin Equity Investment Centre (Limited Partnership)* (昆山創博富信股權投資中心 (有限合夥)), each of which is a limited partnership established under the laws of the PRC. For further details, please refer to the announcement of the Company dated 20 September 2012
“PRC”	the People’s Republic of China, which for the purpose of this announcement only, excludes Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan

“RMB”	Renminbi, the lawful currency of the PRC
“Share Consideration”	RMB33,010,000, being the consideration for the transfer of the Equity Interest
“Shareholder(s)”	the shareholder(s) of the Company
“Shareholder’s Loan”	all the Shareholder’s loan due from the Target Company to the Vendor as at Completion, the Shareholder’s loan is provided by a) Beijing Xin Ye Li Da Municipal Engineering Limited (北京鑫業利達市政工程有限公司), a wholly-owned subsidiary of the Company and b) Beijing Shang Bo Ya Investment Consultant Limited* (北京尚博雅投資顧問有限公司), a wholly-owned subsidiary of the Company
“Target Company”	Beijing Yong Yuan Jin Tai Investment Management Limited* (北京永元金泰投資管理有限公司), a company incorporated in PRC with limited liability and a direct wholly-owned subsidiary of the Vendor
“Vendor”	Beijing Heng Yuan Yin Xing Investment Management Limited* (北京恆元銀星投資管理有限公司), a company incorporated in PRC with limited liability and a wholly-owned subsidiary of the Company

* *The English name is a translation of its Chinese name and is included for identification purposes only.*

By order of the Board
Beijing Capital Land Limited
Lee Sing Yeung, Simon
Company Secretary

Hong Kong, 8 November 2012

The Board as of the date of this announcement comprises Mr. Liu Xiaoguang (Chairman), Mr. Tang Jun and Mr. Zhang Juxing who are the executive Directors, Mr. Feng Chunqin, Ms. Cao Guijie and Mr. Zhang Shengli who are the non-executive Directors, Mr. Li Zhaojie, Mr. Ng Yuk Keung and Mr. Wang Hong who are the independent non-executive Directors.