**THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION**

**If you are in any doubt** as to any aspect of this circular or as to the action to be taken, you should consult your stockbroker, or other licensed securities dealer, bank manager, solicitors, professional accountant or other professional adviser.

**If you have sold or transferred** all your shares in Goldin Properties Holdings Limited (the "**Company**"), you should at once hand this circular and the accompanying form of proxy to the purchaser or transferee, or to the bank, stockbroker or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.



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GOLDIN PROPERTIES
高銀地產

# GOLDIN PROPERTIES HOLDINGS LIMITED
# 高 銀 地 產 控 股 有 限 公 司

*(Incorporated in Hong Kong with limited liability)*

**(Stock Code: 283)**

# (1) VERY SUBSTANTIAL DISPOSAL AND CONNECTED TRANSACTION AND (2) NOTICE OF GENERAL MEETING

**Financial adviser to the Company**

高銀融資有限公司
GOLDIN FINANCIAL LIMITED

**Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders**

Gram Capital Limited
嘉 林 資 本 有 限 公 司

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A notice convening a general meeting of the Company to be held at Victoria Room IV, Level 2, Four Seasons Hotel Hong Kong, 8 Finance Street, Central, Hong Kong on Tuesday, 31 May 2016 at 3:00 p.m. is set out on pages 84 and 85 of this circular. A form of proxy for use at the general meeting is enclosed.

Whether or not you intend to attend and vote at the general meeting, you are requested to complete and return the enclosed form of proxy to the Company's share registrar, Tricor Secretaries Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong, as soon as possible and in any event not less than 48 hours before the time appointed for holding the general meeting or any adjournment thereof. Completion and return of the form of proxy will not preclude you from attending and voting in person at the general meeting or any adjournment thereof should you so wish.

13 May 2016

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*In this circular, unless the context otherwise requires, the following terms shall have the following meanings:*

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| "associate(s)" | has the meaning ascribed thereto in the Listing Rules |
| "Board" | the board of Directors |
| "CBD" | central business district of the Goldin Metropolitan |
| "Company" | Goldin Properties Holdings Limited, a company incorporated in Hong Kong with limited liability and the shares of which are listed on the Main Board of the Stock Exchange |
| "Completion" | completion of the Disposal pursuant to the Framework Disposal Agreement and the Local SPA |
| "Completion of Construction" | completion of the construction of the Properties |
| "connected person(s)" | has the meaning ascribed thereto in the Listing Rules |
| "Consideration" | consideration for the Disposal |
| "Development" | the development constructed or being constructed by Goldin Tianjin on the Land (including the substructure and superstructure of all improvements on the Land) under Goldin Metropolitan with an aboveground GFA of approximately 746,967 sq.m. and a basement area of approximately 583,292 sq.m., or an estimated saleable GFA of approximately 800,743 sq.m., which comprises Goldin Finance 117, six grade A office buildings, twin tower – north tower, a mega high-end shopping mall, car parking spaces and other ancillary facilities |
| "Director(s)" | the director(s) of the Company |
| "Disposal" | the disposal of the Sale Shares to the Investment Company by Goldin Tianjin and other related transactions as contemplated under the Framework Disposal Agreement, the Local SPA and the Relevant Agreements |
| "Entrusted Loan" | the entrusted loan in the amount of RMB6.00 billion to be provided by the Investment Company through the First Bank to Goldin Tianjin under the Entrusted Loan Agreement |

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| "Entrusted Loan Agreement" | the entrusted loan agreement dated 15 April 2016 entered into between Goldin Tianjin, the Investment Company and the First Bank in respect of the Entrusted Loan |
| "First Bank" | China Everbright Bank Co., Ltd, Beijing Jiao Da Branch |
| "First Investor" | a company established in the PRC which is wholly owned by Mr. Pan and is an investor which has subscribed for limited partnership interests in the Partnership Fund |
| "First Party" | Goldin Special Situations Limited, a company incorporated in the British Virgin Islands in which Mr. Pan has a beneficial interest and has full control, being one of the parties to the Framework Disposal Agreement and the Local SPA |
| "First Pledge Agreement" | the pledge agreement dated 15 April 2016 entered into between Goldin Tianjin, the Investment Company and the First Bank in relation to the pledge of the Development in favour of the First Bank |
| "Framework Disposal Agreement" | the framework agreement dated 16 December 2015 entered into between the Company, the First Party and the Second Party in respect of the Disposal |
| "GFA(s)" | gross floor area(s) |
| "GM" | a general meeting of the Company to be convened for the purpose of considering, and if thought fit, approving, among other things, the Framework Disposal Agreement, the Local SPA and the transactions contemplated thereunder including the Relevant Agreements |
| "Goldin Metropolitan" | the mega property development project in Tianjin, the PRC, currently developed by the Company |
| "Goldin Tianjin" | Goldin Properties (Tianjin) Co., Ltd., a wholly-owned subsidiary of the Company |
| "Group" | the Company and its subsidiaries |
| "Hong Kong" | the Hong Kong Special Administrative Region of the PRC |

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| "Independent Board Committee" | an independent committee of the Board comprising all the independent non-executive Directors |
| "Independent Financial Adviser" or "Gram Capital" | Gram Capital Limited, a licensed corporation to carry out Type 6 (advising on corporate finance) regulated activity under the SFO, being the independent financial adviser to advise the Independent Board Committee and the Independent Shareholders in relation to the entering into of the Framework Disposal Agreement, the Local SPA and the transactions contemplated thereunder including the Relevant Agreements |
| "Independent Shareholder(s)" | Shareholder(s) other than Mr. Pan and his associates |
| "Independent Third Party(ies)" | third party/(ies) independent of and not connected with the Company and the connected person(s) of the Company and not the connected person(s) of the Company |
| "Interest Reimbursement Agreement" | the agreement dated 15 April 2016 entered into between Goldin Tianjin and the Investment Company in relation to the interest reimbursement arrangement of interest payable by Goldin Tianjin under the Entrusted Loan Agreement |
| "Investment Company" | 深圳市銀基宏業投資管理有限公司 (Shenzhen Yinji Hongye Investment Management Company Limited*), a company established in the PRC which will be owned as to 99% by the Partnership Fund and as to 1% by the Other Investor upon completion of the transfer of Sale Shares to it |
| "Investment Company Loan" | a loan in the amount of RMB6.00 billion to be provided by the Partnership Fund through the Second Bank to the Investment Company |
| "Investors" | collectively the First Investor, the Second Investor and the Other Investor |
| "Land" | a portion of the parcel of land in Tianjin, the PRC located at Huayuan Industry District (Outer Ring), Tianjin Binhai Hi-Tech Industrial Development Area, Tianjin, the PRC |
| "Latest Practicable Date" | 12 May 2016, being the latest practicable date prior to the printing of this circular for ascertaining certain information for inclusion in this circular |

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| "Listing Rules" | the Rules Governing the Listing of Securities on the Stock Exchange |
| "Local SPA" | a sale and purchase agreement dated 1 March 2016 as supplemented by the Supplemental Agreement and entered into between the Company, Goldin Tianjin, the Investment Company, the Target Company and the First Party which set out additional terms and conditions in relation to the Disposal |
| "Mr. Pan" | Mr. Pan Sutong, an executive Director, the Chairman of the Board, the Chief Executive Officer of the Company and the controlling Shareholder holding approximately 64.40% of the issued share capital of the Company as at the Latest Practicable Date |
| "Other Investor" | Xinfeng Investment Management Co., Ltd. (信風投資管理有限公司), the investor which has subscribed for general partnership interests in the Partnership Fund and is an Independent Third Party |
| "Partnership Fund" | 深圳市國威股權投資中心(有限合夥) (Shenzhen Guowei Capital Investment Centre L.P.*), a limited partnership registered in the PRC, which is sponsored by the First Investor being limited partner as to 50% and the Second Investor being limited partner and the Other Investor being general partner as to 50% in aggregate as agreed by the Investors |
| "Party(ies)" | collectively, the Company, the First Party, the Second Party, Goldin Tianjin, the Investment Company and the Target Company |
| "PRC" | the People's Republic of China which, for the purpose of this circular, excludes Hong Kong, the Macau Special Administrative Region of the People's Republic of China and Taiwan |
| "Project Completion and Acceptance Form" | Project Completion and Acceptance Form (工程竣工驗收備案表) of the Properties issued by the PRC government |
| "Properties" | part of the Development constructed or being constructed by Goldin Tianjin on the Land (including the substructure and superstructure of all improvements on the Land) under Goldin Metropolitan with a total aboveground GFA of approximately 497,156 sq.m. and a basement area of approximately 349,787 sq.m., or a total estimated saleable GFA of approximately 553,929 sq.m., which comprise Goldin Finance 117, a grade A office building, a mega high-end shopping mall, car parking spaces and other ancillary facilities |

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| "Relevant Agreements" | collectively, the Entrusted Loan Agreement, the First Pledge Agreement and the Second Pledge Agreement |
| "Remaining Group" | the Group immediately after the Completion |
| "Sale Shares" | the entire equity interest of the Target Company |
| "Second Bank" | Nanyang Commercial Bank China Limited, Beijing Branch |
| "Second Investor" | China Cinda Asset Management Co., Ltd. (中國信達資產管理股份有限公司), the investor which has subscribed for limited partnership interests in the Partnership Fund and is an Independent Third Party |
| "Second Party" | 中國信達資產管理股份有限公司北京市分公司 (China Cinda Asset Management Co., Ltd – Beijing Branch*), a company established in the PRC with limited liability and an Independent Third Party, being one of the parties to the Framework Disposal Agreement and a subsidiary of the Second Investor |
| "Second Pledge Agreement" | the pledge agreement dated 15 April 2016 entered into between Goldin Tianjin, the Partnership Fund and the Second Bank in relation to the pledge of the Development in favour of the Second Bank |
| "SFO" | Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) |
| "Share(s)" | the ordinary share(s) in the issued share capital of the Company |
| "Shareholder(s)" | holder(s) of the Share |
| "Shareholders' Approval" | ordinary resolution(s) passed by the Independent Shareholders at the GM for the approval of the Framework Disposal Agreement, the Local SPA and the transaction contemplated thereunder including the Relevant Agreements |
| "Stock Exchange" | The Stock Exchange of Hong Kong Limited |
| "Supplemental Agreement" | a supplemental agreement dated 10 May 2016 entered into between the parties to the Local SPA to, among others, extend the latest time for obtaining the Shareholders' Approval |

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| "Target Company" | 高銀置地(天津)有限公司 (Goldin Development (Tianjin) Co., Ltd.*), a company established in the PRC and a wholly-owned subsidiary of the Company prior to Completion |
| "HK$" | Hong Kong dollar(s), the lawful currency of Hong Kong |
| "RMB" | Renminbi, the lawful currency of the PRC |
| "sq.m." | square meters |
| "%" | per cent. |

*For the purpose of this circular, unless otherwise stated, conversion of RMB into HK$ is based on the exchange rate of RMB1.00: HK$1.1993. The exchange rate is for illustration purpose only and does not constitute a representation that any amounts have been, could have been or may be exchanged at this or any other rates at all.*

* *The Chinese names have been translated into English in this circular for reference only.*

GOLDIN PROPERTIES
高銀地產

# GOLDIN PROPERTIES HOLDINGS LIMITED
# 高銀地產控股有限公司

*(Incorporated in Hong Kong with limited liability)*
**(Stock Code: 283)**

*Executive Directors:*
Mr. Pan Sutong *(Chairman & Chief Executive Officer)*
Mr. Zhou Xiaojun
Mr. Ting Kwang Yuan, Edmond
Mr. Li Huamao
Ms. Chan Sau Yin, Anita Teresa

*Independent non-executive Directors:*
Mr. Lai Chi Kin
Dr. Ng Lai Man, Carmen
Dr. Cheng Kwan Wai

*Registered office and principal place of business:*
22nd Floor,
Two International Finance Centre
8 Finance Street, Central
Hong Kong

13 May 2016

*To the Shareholders*

Dear Sir or Madam,

## VERY SUBSTANTIAL DISPOSAL AND CONNECTED TRANSACTION

## INTRODUCTION

Reference is made to (i) the announcement of the Company dated 23 December 2015 in respect of the Disposal; (ii) the announcement of the Company dated 5 January 2016 in respect of the appointment of Gram Capital as the independent financial adviser; (iii) the announcements of the Company dated 28 January 2016, 26 February 2016, 31 March 2016 and 6 May 2016, respectively, in respect of the delay or further delay in despatch of circular; (iv) the supplemental announcement of the Company dated 1 March 2016 in respect of the entering into of the Local SPA; (v) the further supplemental announcement of the Company dated 15 April 2016 in respect of the entering into of the Relevant Agreements; and (vi) the further supplemental announcement of the Company dated 10 May 2016 in respect of the entering into of the Supplemental Agreement.

The Board has announced that on 16 December 2015, the Company, the First Party and the Second Party entered into the Framework Disposal Agreement, pursuant to which the Company has conditionally agreed to sell the entire equity interest of the Target Company, which will beneficially own the Properties at Completion, at a total Consideration of RMB18.00 billion (equivalent to approximately HK$21.59 billion).

On 1 March 2016, the Company, Goldin Tianjin, the Investment Company, the Target Company and the First Party entered into the Local SPA for the purpose of implementing the Disposal and setting out additional terms regarding the Disposal.

On 15 April 2016, Goldin Tianjin entered into the Relevant Agreements, which are all part and parcel of the Disposal.

The purpose of this circular is to provide the Shareholders with, among other things, (i) details of the Framework Disposal Agreement, the Local SPA and the transactions contemplated thereunder including the Relevant Agreements; (ii) the recommendation from the Independent Board Committee to the Independent Shareholders in relation to the Framework Disposal Agreement, the Local SPA and the transactions contemplated thereunder including the Relevant Agreements; (iii) a letter of advice from Gram Capital to the Independent Board Committee and the Independent Shareholders; (iv) a valuation report in respect of the Properties; and (v) a notice of the GM.

## THE FRAMEWORK DISPOSAL AGREEMENT, THE LOCAL SPA AND THE RELEVANT AGREEMENTS

Set out below are the principal terms of the Framework Disposal Agreement and the Local SPA.

*For the Framework Disposal Agreement*

**Date:** 16 December 2015

**Parties:** (1) The Company

(2) The First Party

(3) The Second Party

*For the Local SPA*

**Date:** 1 March 2016

**Parties:** (1) The Company

(2) Goldin Tianjin

(3) The Investment Company

(4) The Target Company

(5) The First Party

As at the Latest Practicable Date, the First Party was an associate of Mr. Pan, who was a connected person of the Company. The First Party was therefore an associate of a connected person of the Company as at the Latest Practicable Date.

As at the Latest Practicable Date, the Investment Company was an associate of Mr. Pan, who was a connected person of the Company. Accordingly, the Investment Company was an associate of a connected person of the Company as at the Latest Practicable Date.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, the Second Party and its ultimate beneficial owners are Independent Third Parties.

**Details of the Disposal**

Pursuant to the Framework Disposal Agreement, the Company has conditionally agreed to procure Goldin Tianjin, a wholly-owned subsidiary of the Company, to transfer the ownership of the Properties to the Target Company on completion of construction basis. Upon Completion, the transfer of the Sale Shares from Goldin Tianjin to the Investment Company will take place and the Investment Company will own the entire interest of the Properties. The Investment Company will be beneficially owned as to 50% and 50% by the First Party or its nominees and the Second Party or any independent investors to be procured by the Second Party respectively. As at the Latest Practicable Date, the Company did not know if there are any independent investors procured by the Second Party.

The performance of the Local SPA is conditional upon the obtaining of the Shareholders' Approval. Upon obtaining of the Shareholders' Approval, the Framework Disposal Agreement and the Local SPA will become unconditional.

**Consideration**

The Consideration shall be RMB18.00 billion (equivalent to approximately HK$21.59 billion), which shall be paid by the Investment Company to Goldin Tianjin in the manner set out below:

1. The first instalment of the Consideration of RMB6.00 billion (equivalent to approximately HK$7.20 billion) shall be payable in cash within 10 days upon the fulfillment of the following conditions:

   (i) the obtaining of all necessary consents and approvals by the Company including the Shareholders' Approval;

   (ii) the signing of the relevant pledge agreements relating to the Disposal and completion of the registration of the pledge of the Development by Goldin Tianjin; and

   (iii) the articles of association of the Target Company have been amended pursuant to the Disposal (including but not limited to the establishment of the board of directors comprising three members, the grant of the nomination rights for all directors to the Investment Company or its designated affiliated party and the chairman of the board of directors acting as the legal representative) to the satisfaction of the Investment Company and approved by the shareholders of the Target Company.

2. The second instalment of the Consideration of RMB9.00 billion (equivalent to approximately HK$10.79 billion), subject to the repayment of the loan due to the Investment Company from Goldin Tianjin in the maximum amount of RMB6.00 billion, shall be payable in cash within 5 days upon the fulfillment of the following conditions:

   (i) the legitimate transfer of the Properties from Goldin Tianjin to the Target Company within 180 days after the obtaining of the Shareholders' Approval or within the Rectification Period (as defined below), if any;

   (ii) the Target Company having (a) obtained the property development qualification; (b) paid up its registered capital of RMB30 million; (c) amended its business scope as appropriate for a property project company including property development, sales and property management, etc.; (d) obtained the relevant audited report in respect of the amount invested by Goldin Tianjin in the Properties reaching 25% of the total construction amount; and (e) changed the board members and the legal representative of the Target Company to persons nominated or appointed by the Investment Company respectively;

   (iii) the entering into of an escrow agreement between Goldin Tianjin, the Investment Company and a bank as escrow agent such that an amount of RMB2.00 billion (the "**Construction Capital**") to be earmarked as the capital for the construction of the Properties by Goldin Tianjin and the Target Company will be deposited into an escrow account jointly controlled by Goldin Tianjin and the Investment Company and released by the bank by stages depending on the progress of the construction of the Properties in accordance with the terms under the escrow agreement;

   (iv) the completion of the registration of the transfer of the Sale Shares in the name of the Investment Company and the obtaining of the new business license;

   (v) the delivery of all seals, certificates and financial information of the Target Company by Goldin Tianjin to the Investment Company; and

   (vi) the completion of all assets inspection and delivery of the Properties and the ancillary facilities and equipment under the name of the Target Company.

3. As to the remaining balance of the Consideration of RMB3.00 billion (equivalent to approximately HK$3.60 billion) shall be payable by the First Party through the Investment Company within 60 days after the obtaining of the Project Completion and Acceptance Form.

It is expected that the Consideration of RMB18.00 billion (equivalent to approximately HK$21.59 billion) will be contributed by the First Party or its nominees as to RMB9.00 billion and by the Second Party or such independent investors to be procured by the Second Party as to RMB9.00 billion respectively. Pursuant to the Framework Disposal Agreement and the Local SPA, it is agreed that the Properties will be disposed on completion of construction basis and the Target Company will beneficially own the Properties at Completion. Accordingly, the Company has made reference to the appraised value of the Properties as at 31 December 2015 and on completion of construction basis, in determining the Consideration. The Company has also made reference to industry practice on bulk property disposal in tier 1 and tier 2 cities in the PRC. The Consideration was determined and agreed between the Parties after arm's length negotiations taking into account, among others, the industry practice for granting discount on bulk property disposal, and the distinguishing nature of Goldin Finance 117 as a Skyscraper and a landmark building in Northern Asia which has strengthened the bargaining power of the Company for the setting of the Consideration. Given that (i) the fair market value of the Properties as at 30 September 2015 was approximately HK$13.3 billion, being the latest reference value of the Properties prior to the entering into of the Framework Disposal Agreement; (ii) the Consideration of RMB18.00 billion represents a bulk discount from a bulk property disposal from the appraised value on the Properties on completion of construction basis of RMB18.27 billion as at 29 February 2016 which is at the lower end of the market discount range level and is acceptable to the Company; and (iii) the factors stated in the section headed "Reasons for the entering into of the Framework Disposal Agreement, the Local SPA and the Relevant Agreements" below, the Board considers the Consideration is fair and reasonable.

**Liability for breach of contract**

In the event that Goldin Tianjin fails to complete the transfer of title and ownership of the Properties to the Target Company, or the transfer of the Sale Shares to the Investment Company within 180 days' period after the obtaining of the Shareholders' Approval, Goldin Tianjin will be granted a rectification period of 90 days (commencing from the date following the end of the aforesaid 180 days' period) (the "**Rectification Period**") and the Investment Company has the right to request Goldin Tianjin to pay a penalty amounting to 0.05% of the consideration already paid by the Investment Company for each day of delay during the Rectification Period. If Goldin Tianjin fails to complete its obligations within the Rectification Period, on the date immediately after the end of the Rectification Period, the Investment Company has the right to enforce the pledge in respect of the Development and request Goldin Tianjin to pay a penalty amounting to 0.08% of the consideration already paid by the Investment Company per day for each day of breach.

In the event that the Investment Company fails to pay Goldin Tianjin the respective instalments of the Consideration upon the fulfillment of the payment conditions thereof, the Investment Company will be liable for paying a penalty amounting to 0.05% of the outstanding part of the Consideration payable by the Investment Company for each day of delay to Goldin Tianjin unless the Local SPA stipulates otherwise.

**Sharing of profit and loss of the Target Company**

All profit and loss of the Target Company from and including the date of the Local SPA and prior to the date of Completion (excluding the date of Completion) shall accrue to and borne by Goldin Tianjin, while all profit and loss of the Target Company after and including the date of Completion shall be accrued and borne in accordance with the relevant terms and conditions of the Local SPA, except that Goldin Tianjin shall bear all construction expenses of the Properties up to the Completion of Construction. It is expected that approximately HK$7.60 billion of the net proceeds from the Disposal together with the funds generated internally will be used to finance the Group's business development and operations, including the payment of land and development costs arising from the construction of the Goldin Metropolitan project.

**Conditions precedent to the Disposal**

The Disposal is conditional upon, among others, all necessary consents and approvals in relation to the transactions contemplated under the Framework Disposal Agreement, the Local SPA and the Relevant Agreements having been obtained by the Company, including the Shareholders' Approval.

Pursuant to the Local SPA, it was agreed that the latest time for the Company to obtain the Shareholders' Approval shall be on or before 15 May 2016. On 10 May 2016, the Company entered into the Supplemental Agreement for the extension of the latest time for the Company to obtain the Shareholders' Approval from 15 May 2016 to 30 June 2016. Further, upon the signing of the Supplemental Agreement, all parties to the Local SPA shall use their best endeavours and take all necessary actions to comply with their respective commitments for the completion of the transactions and perform their respective obligations contemplated under the relevant agreements, including but not limited to the obtaining of the Shareholders' Approval and dealing with the transfer of shareholding of the Investment Company, in order to ensure all parties to the Local SPA will complete the transactions in accordance with the Local SPA.

In the event that the Company fails to obtain the Shareholders' Approval on or before 30 June 2016 or such other date as shall be agreed among the respective parties to the Framework Disposal Agreement, the Local SPA and the Relevant Agreements, the Framework Disposal Agreement, the Local SPA and the Relevant Agreements shall terminate and all rights and obligations of the parties thereto shall cease and no party under the Framework Disposal Agreement, the Local SPA and the Relevant Agreements shall have any claim against the others (except for any antecedent breaches thereof).

**Undertaking by the Company**

The Company has undertaken that from the date of the Framework Disposal Agreement (including the date of the Local SPA) to the date of Completion of Construction, it shall procure Goldin Tianjin and the Target Company (as the case may be) to:

(a) continue the construction of the Development and the Properties;

(b) duly and punctually perform, observe, fulfil and undertake all of its contractual and other obligations as scheduled in the relevant construction contracts entered into by the Company, Goldin Tianjin and the Target Company (as the case may be) in relation to the Development and the Properties. For the avoidance of doubt, all costs of performance of their obligations under such construction contracts shall be payable by the Company and/or Goldin Tianjin (including those costs to be disbursed from the Construction Capital);

(c) comply with the requirements of the local property and land administration bureau in Tianjin, the PRC and of any other relevant PRC government authorities relating to the Development and the Properties; and

(d) complete the construction of the Development and the Properties in all respects in compliance with the conditions of the land grant and the building plans on or before the scheduled date of the Completion of Construction.

**Completion of Construction**

Following the transfer of the ownership of the Properties from Goldin Tianjin to the Target Company including all relevant certificates in relation to the entire Properties to be transferred under the name of the Target Company and subject to other condition(s) precedent under the Local SPA, the registration of the transfer of the Sale Shares from Goldin Tianjin to the Investment Company shall take place.

The parties to the Local SPA agreed that the scheduled date of the Completion of Construction is expected to be on or before 31 December 2017 but they shall use their best efforts to procure the Completion of Construction to take place no later than the third anniversary of the date of the Framework Disposal Agreement. The parties to the Local SPA also agreed that construction of the Properties shall be deemed completed upon the obtaining of the Project Completion and Acceptance Form.

In the event that the Completion of Construction does not take place by the third anniversary of the date of the Framework Disposal Agreement, Goldin Tianjin will be liable for paying a penalty amounting to 0.08% of the Consideration for each day of delay to the Investment Company.

**The Relevant Agreements**

Pursuant to and as part and parcel of the Disposal, on 15 April 2016, Goldin Tianjin entered into (i) the Entrusted Loan Agreement with the Investment Company and the First Bank, pursuant to which the Investment Company has agreed to provide the Entrusted Loan in the amount of RMB6.00 billion (equivalent to approximately HK$7.20 billion) to Goldin Tianjin through entrusted loan arrangement whereby the First Bank is designated to act as the trustee to release the Entrusted Loan to Goldin Tianjin; (ii) the First Pledge Agreement with the Investment Company and the First Bank, pursuant to which Goldin Tianjin has agreed to provide a first pledge over the Development in favour of the First Bank as security for the full repayment of the Entrusted Loan and interest accrued thereon; and (iii) the Second Pledge Agreement with the Second Bank and the Partnership Fund, pursuant to which Goldin Tianjin has agreed to provide a second pledge over the Development in favour of the Second Bank as security for the full repayment of the Investment Company Loan in the amount of RMB6.00 billion extended to the Investment Company and interest accrued thereon.

The entering into of the Entrusted Loan Agreement, the First Pledge Agreement and the Second Pledge Agreement forms part and parcel of the Disposal, which is conditional upon the obtaining of the Shareholders' Approval.

**Principal terms of the Entrusted Loan Agreement and the First Pledge Agreement**

The Entrusted Loan in the amount of RMB6.00 billion (equivalent to approximately HK$7.20 billion) will be extended to Goldin Tianjin by the Investment Company through the First Bank for a period of 12 months from the drawdown date. While the interest rate under the Entrusted Loan is 2% per annum as contemplated under the Entrusted Loan Agreement, given that the interest expense, which will be payable by Goldin Tianjin with the principal altogether when the Entrusted Loan is due, will be fully reimbursed by the Investment Company within 1 business day upon the receipt by the Investment Company thereof pursuant to the Interest Reimbursement Agreement, it is expected that the net effect of interest expense is zero. The Entrusted Loan (including interests accrued thereon) shall be repaid by Goldin Tianjin to the First Bank in full. The Entrusted Loan shall be used by Goldin Tianjin for the repayment of loans owed by the Group in relation to the development of the Goldin Metropolitan project in the amount of RMB6.00 billion.

**Pledge over assets**

In consideration of the provision of the Entrusted Loan to Goldin Tianjin under the Entrusted Loan Agreement, Goldin Tianjin also entered into the First Pledge Agreement, pursuant to which Goldin Tianjin will provide a first pledge over the Development in favour of the First Bank as security for the full repayment of the Entrusted Loan and interest accrued thereon. The first pledge over the Development under the First Pledge Agreement shall be released upon full repayment of the Entrusted Loan including the interest accrued thereon.

**Principal terms of the Second Pledge Agreement**

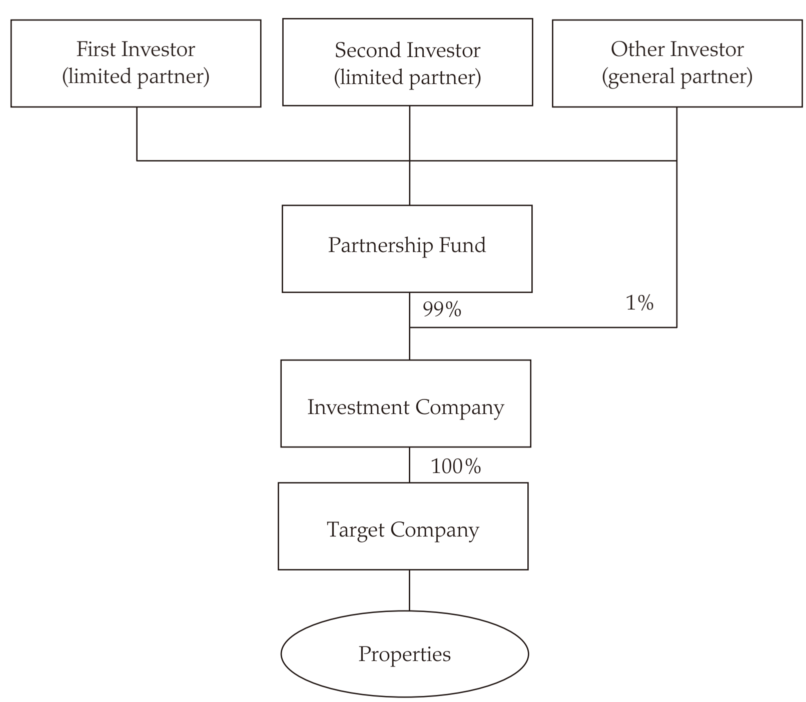
The Investment Company Loan, once drawn-down by the Investment Company to its account, will be earmarked for the settlement of part of the Consideration to Goldin Tianjin through an escrow arrangement and will only be released from such account by the Second Bank upon consent of both Goldin Tianjin and the Investment Company.

Pursuant to the Second Pledge Agreement, the second pledge of the Development shall be immediately released within three business days upon the full repayment of the Investment Company Loan. The Investment Company Loan shall be repaid by the Investment Company within 36 months after the drawdown thereof or an earlier date which is subject to the written consents of both Goldin Tianjin and the Partnership Fund. The Development will be seized by the Second Bank only when the Investment Company fails to repay the Investment Company Loan within 36 months after the drawdown thereof. The drawdown of the Investment Company Loan is conditional on, among others, the pledge of the Development pursuant to the Second Pledge Agreement which is subject to the obtaining of the Shareholders' Approval. Notwithstanding the aforesaid, the parties to the Second Pledge Agreement agreed to release the second pledge over the Development earlier for the purpose of the transfer of title and ownership of the Properties to the Target Company, which shall be no later than 180 days, or 270 days (including the Rectification Period), after the obtaining of the Shareholders' Approval, being one of the conditions for payment of the second instalment of the Consideration.

The parties to the Second Pledge Agreement further agreed that the second pledge over the Development may be substituted under the aforesaid circumstances subject to negotiations in order to provide a temporary security in favour of the Second Bank prior to completion of registration of the transfer of title and ownership of the Properties to the Target Company and the transfer of the Sale Shares to the Investment Company. It is agreed that the temporary security will be pledged simultaneously upon the release of the second pledge over the Development, for the purpose of securing the transfer of title and ownership of the Properties to the Target Company, which is one of the conditions for payment of the second instalment of the Consideration. The parties to the Second Pledge Agreement are expected to enter into relevant pledge agreement separately for the provision of such temporary security, if any, prior to the transfer of title and ownership of the Properties to the Target Company, with such terms and conditions as similar to those of the Second Pledge Agreement, except for the time of release of pledge. Upon the obtaining of legal title of the Properties and completion of the transfer of title and ownership of the Properties to the Target Company and the transfer of the Sale Shares to the Investment Company, the Properties will be pledged for the Investment Company Loan in favour of the Second Bank and the pledge of such temporary security shall be released. It is intended that the value of such temporary security shall not exceed the value of the Development as at 30 September 2015 being approximately HK$16.8 billion. As at the Latest Practicable Date, the terms and details of such temporary security had yet to be finalized as only a framework arrangement in respect of the temporary security was agreed under the Second Pledge Agreement. The Company will comply with the Listing Rules requirements upon entering into such pledge agreement regarding the temporary security as and when appropriate.

**Shareholding structure of the Investment Company**

Upon completion of the registration of the transfer of the Sale Shares in the name of the Investment Company, the shareholding structure of the Investment Company will be as follows:



**INFORMATION ON THE PARTIES**

The First Party is a private investment company incorporated in the British Virgin Islands which is mainly engaged in the investment in physical assets and financial instruments, including real estate property, equities, equity-linked products as well as fixed income bonds. It also involves in investment relating to mergers and acquisitions of listed or private companies.

The Second Party is a company established in the PRC with limited liability and to the best of the Directors' knowledge, information and belief having made all reasonable enquiries, the Second Party and its ultimate beneficial owners are Independent Third Parties. The Second Party is principally engaged in asset management mainly in the PRC.

Mr. Pan has confirmed that, save for the entering into of the Framework Disposal Agreement, the Local SPA and the transactions contemplated thereunder, the Second Party has no current or past business dealings with Mr. Pan.

The Investment Company is an investment holding company established in the PRC, which will hold the Sale Shares at Completion.

Each of the First Bank and the Second Bank is a registered commercial bank in the PRC and is principally engaged in banking and related financial services. To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, each of the First Bank and the Second Bank and their respective ultimate beneficial owner(s) are Independent Third Parties.

The Partnership Fund is a limited partnership registered in the PRC, which is sponsored by the First Investor being limited partner as to 50% and the Second Investor being limited partner and the Other Investor being general partner as to 50% in aggregate as agreed by the Investors. The First Investor is a company established in the PRC which is principally engaged in hotel investment and property development projects. The Second Party and the Other Investor are both subsidiaries of the Second Investor.

**INFORMATION ON THE TARGET COMPANY**

The Target Company has been established in the PRC by Goldin Tianjin to engage in properties holding. The Target Company has not commenced operations and has not generated any revenue nor recorded any profit or loss since its establishment. Upon Completion, the sole assets of the Target Company will be the Properties.

The Properties, being part of the Development and CBD phase 1 of Goldin Metropolitan, which is a mega property development project of the Group in Tianjin, the PRC, are located in the CBD of Goldin Metropolitan. The Development is indirectly held by the Company through its wholly-owned subsidiary Goldin Tianjin. The Development which comprises primarily of Goldin Finance 117, six grade A office buildings, twin tower – north tower, a mega high-end shopping mall and car parking spaces and other ancillary facilities, which are all under construction, has an aboveground GFA of approximately 746,967 sq.m. and a basement area of approximately 583,292 sq.m., or a total estimated saleable GFA of approximately 800,743 sq.m. including the underground estimated saleable GFA of approximately 57,892 sq.m. Details of the Development are set out as follows:

| Assets under the Development | Usage | Aboveground GFA *(sq.m.)* | Estimated saleable GFA *(sq.m.)* |
|---|---|---|---|
| ***Properties held for investment*** | | | |
| Goldin Finance 117 | Commercial | 369,380 | 369,380 |
| Grade A office building – Headquarter building E | Commercial | 72,172 | 72,172 |
| Mega high-end shopping mall | Commercial | 54,485 | 112,377 |
| Car parking spaces and other ancillary facilities | Commercial | 4,116 | – |
| Twin Tower – North Tower | Commercial | 76,900 | 76,900 |
| Grade A office buildings – 5 headquarter buildings | Commercial | 169,914 | 169,914 |
| **Total** | | **746,967** | **800,743** |

The Properties have an aboveground GFA of approximately 497,156 sq.m. and a basement area of approximately 349,787 sq.m., or a total estimated saleable GFA of approximately 553,929 sq.m. including the underground estimated saleable GFA of approximately 57,892 sq.m. and comprise primarily Goldin Finance 117, a grade A office building, a mega high-end shopping mall and car parking spaces and other ancillary facilities.

| Assets under the Properties | Usage | Aboveground GFA *(sq.m.)* | Estimated saleable GFA *(sq.m.)* |
|---|---|---|---|
| ***Properties held for investment*** | | | |
| Goldin Finance 117 | Commercial | 369,380 | 369,380 |
| Grade A office building – Headquarter building E | Commercial | 72,172 | 72,172 |
| Mega high-end shopping mall | Commercial | 54,485 | 112,377 |
| Car parking spaces and other ancillary facilities | Commercial | 1,119 | – |
| **Total** | | **497,156** | **553,929** |

Goldin Finance 117 and Headquarter building E, being one of the grade A office buildings under Goldin Metropolitan, comprise aboveground GFAs of approximately 369,380 sq.m. and approximately 72,172 sq.m. respectively. The construction of Goldin Finance 117, which has been on schedule and successfully topped out on 8 September 2015 with its core wall constructed to the 117th floor (or equivalent to approximately 597 metres), is expected to be finished by 2017. The upper floors of Goldin Finance 117 will be occupied by an international five-star hotel.

The mega high-end shopping mall under Goldin Metropolitan mainly comprises two segments, being the aboveground and underground, with GFAs of approximately 54,485 sq.m. and approximately 57,892 sq.m. respectively. The car parking spaces and other ancillary facilities under the Properties comprise an aboveground GFA of approximately 1,119 sq.m..

As at 30 September 2015, approximately 77% of the construction of the Properties has been completed and the development cost incurred amounted to approximately RMB8.9 billion. It is expected that the estimated remaining development costs and other commitments required for Completion of Construction would be approximately RMB2.6 billion.

As at 30 September 2015, the fair market value of the Properties amounted to approximately HK$13.3 billion. According to the valuation report on the Properties on completion of construction basis as at 29 February 2016 as appraised by Savills Valuation and Professional Services Limited, an independent valuer, as set out in the appendix IV to this circular, the value of the Properties amounted to RMB18.27 billion (equivalent to approximately HK$21.91 billion).

**Reconciliation statement of the Properties**

A reconciliation of the carrying value of the Properties as at 30 September 2015 of approximately HK$13.54 billion as disclosed in the "Unaudited Pro Forma Financial Information on the Remaining Group" in the Appendix III to this circular (based on the exchange rate of RMB1.00: HK$1.2212), and the valuation of the Properties as at 29 February 2016 on completion of construction basis are as follows:

| | *HK$'000* |
|---|---|
| Carrying value of the Properties as at 30 September 2015 | 13,541,664 |
| Exchange realignment | (242,845) |
| Estimated costs to be incurred up to the Completion of Construction | 5,621,046 |
| Appreciation in value of the Properties up to the Completion of Construction | 2,991,346 |
| Valuation of the Properties on completion of construction basis as at 29 February 2016 (equivalent to RMB18,270,000,000) | 21,911,211 |

## INFORMATION OF THE REMAINING GROUP

Upon Completion, the Remaining Group will continue to carry out its business of property development and investment and operation of hotel and polo club. The Remaining Group will continue to develop other buildings and facilities within the Goldin Metropolitan project. Details of the assets under Goldin Metropolitan of the Remaining Group are set out as follows:

| Assets of the Remaining Group | Usage | Aboveground GFA *(sq.m.)* |
|---|---|---|
| ***Properties held for investment*** | | |
| Twin Towers – South and North Towers | Commercial | 153,800 |
| Mega high-end shopping mall | Commercial | 57,938 |
| Convention centre | Commercial | 21,089 |
| Boutique hotel | Commercial | 26,000 |
| Serviced apartments | Commercial | 36,000 |
| Theatre | Commercial | 11,642 |
| Grade A office buildings – 9 headquarter buildings | Commercial | 291,145 |
| Special office tower | Commercial | 20,050 |
| Car parking spaces and other ancillary facilities | Commercial | 6,423 |
| Sub-total | | 624,087 |
| ***Properties held for sale*** | | |
| Residential properties including apartment, villas and townhouses | Residential | 654,304 |
| ***Hotel and polo club properties*** | | |
| Tianjin Goldin Metropolitan Polo Club | Hotel and polo club properties | 58,000 |
| **Total** | | **1,336,391** |

The major assets of the Remaining Group will include properties held for investment comprising GFA of approximately 624,087 sq.m., properties held for sale comprising GFA of approximately 654,304 sq.m. and hotel and polo club properties comprising GFA of approximately 58,000 sq.m., which in aggregate comprising GFA of approximately 1,336,391 sq.m. As at the Latest Practicable Date, in respect of properties held for sale, construction of phase 1 of the residential properties comprising GFA of approximately 208,804 sq.m. was completed, of which GFA of approximately 54,786 sq.m. have been sold, GFA of approximately 118,196 sq.m. have been launched and the remaining GFA of approximately 35,822 sq.m. are not ready for sale, and construction of phase 2 of the residential properties comprising GFA of approximately 500,286 sq.m. has not yet completed.

In respect of the property development and the property investment business, the Remaining Group will continue the development of the abovementioned remaining assets of Goldin Metropolitan and will sell and/or lease the properties as and when appropriate. In addition to the business of the sales and/or lease of properties of the Remaining Group, the Remaining Group will also continue to carry out its hotel and polo club operation through its Tianjin Goldin Metropolitan Polo Club complemented by Tianjin Goldin Metropolitan Polo Club Hotel.

As at the Latest Practicable Date, the Company had no concrete plan to downsize or dispose its existing business subsequent to the Disposal nor to conduct fund raising nor to commence any new business.

**EFFECTS OF THE DISPOSAL ON ASSETS AND LIABILITIES AND EARNINGS OF THE REMAINING GROUP**

Based on the unaudited pro forma financial information of the Remaining Group as set out in the Appendix III to this circular, (i) the Remaining Group's total assets as at 30 September 2015 would increase by approximately 16.64% from approximately HK$34,861.07 million to approximately HK$40,661.65 million, and the Remaining Group's total liabilities as at 30 September 2015 would increase by approximately 26.80% from approximately HK$18,303.53 million to approximately HK$23,208.78 million assuming the Disposal had been completed on 30 September 2015 before repayment of the loan from a related company. On the other hand, the Remaining Group's total liabilities as at 30 September 2015 would decrease by approximately 16.71% to approximately HK$15,245.54 million as if the Disposal had been completed on 30 September 2015 and after the settlement of the loan from a related company; and (ii) the Remaining Group's profit attributable to owners of the Company for the year ended 31 March 2015 would increase by approximately 184.53% from approximately HK$654.87 million to approximately HK$1,863.30 million, assuming the Disposal had been completed on 1 April 2014.

It should be noted that the aforementioned estimations are for illustrative purpose only and do not purport to represent how the financial position of the Remaining Group will be upon Completion.

**REASONS FOR THE ENTERING INTO OF THE FRAMEWORK DISPOSAL AGREEMENT, THE LOCAL SPA AND THE RELEVANT AGREEMENTS**

The Group is principally engaged in the property development and investment, operation of hotel and polo club and is currently engaged in a mega property development project in Tianjin, the PRC, namely Goldin Metropolitan.

Goldin Metropolitan is a high-end integrated property development project of the Group, which will be completed by 2017 in phases. With a planned aboveground GFA of approximately 1,888,333 sq.m. before the Disposal, Goldin Metropolitan's major elements include the CBD which comprises the iconic skyscraper Goldin Finance 117, a luxury residential zone called Fortune Heights and Tianjin Goldin Metropolitan Polo Club complemented by Tianjin Goldin Metropolitan Polo Club Hotel.

The Group considers that the Disposal represents a good opportunity for the Group to liquidate part of its interest in the Goldin Metropolitan in order to capture its investment gain immediately and reorganise its assets portfolio. The Board is also of the view that as a result of the Disposal, net cash inflow will be generated, allowing the Group to conserve more financial resources for the funding of future potential investments when opportunities arise. It is expected that the Disposal would improve the gearing level by repaying the outstanding loans due from the Group and strengthen the financial position of the Group.

Upon Completion, the Target Company will no longer be a subsidiary of the Company. The unaudited gain before profit tax from the Disposal is estimated to be approximately HK$5.88 billion, representing the difference between the Consideration of RMB18.00 billion (equivalent to approximately HK$21.59 billion) and the estimated costs, including the Construction Capital and other land and development costs of approximately HK$15.71 billion. The breakdown of the estimated cost of the Disposal is set out below.

**Breakdown of the estimated costs of the Disposal**

| | *RMB' billion* |
|---|---|
| **Budgeted cost of the Properties** | |
| Land and budgeted development costs | 12.56 |
| Estimated interest, salaries and other expenses capitalised | 0.53 |
| | 13.09 |
| **Estimated costs of the Disposal** *(HKD' billion)* | 15.71 |

Shareholders should note that the actual amount of the gain from the Disposal to be recognised in the consolidated financial statements of the Company depends on the amount of cost estimated in relation to the Disposal and therefore may be different from the amount mentioned above. The net proceeds, including the Construction Capital of RMB2.00 billion (equivalent to approximately HK$2.40 billion), from the Disposal after expenses are expected to be approximately HK$19.30 billion, will be used by the Group as to approximately HK$7.60 billion for the Group's business development and operations, including potential future investment in the property and/or relevant market and expansion of the Group's hotel and polo club operation and the payment of land and development costs arising from the construction of Goldin Metropolitan project, as to approximately HK$8.70 billion for settlement of the outstanding loans due from the Group, including the repayment of loan due to the Investment Company from Goldin Tianjin in the amount of RMB6.00 billion (equivalent to approximately HK$7.20 billion), and as to approximately HK$3.00 billion for general working capital and special dividend distribution, if any.

Shareholders should note that the discrepancy between the net proceeds from the Disposal of approximately HK$19.30 billion and the net proceeds of approximately HK$18.72 billion included in investing activities as shown under "Unaudited Pro Forma Financial Information on the Remaining Group" in the Appendix III to this circular, is due to (i) the classification of tax paid in the amount of approximately HK$2.24 billion as "operating activities" instead of "investing activities", which is in accordance with the accounting standard used in preparing the unaudited pro forma consolidated statement of cash flows; (ii) the recognition of the third instalment of the Consideration of RMB3.00 billion (equivalent to approximately HK$3.60 billion) as a receivable given such instalment will be received upon Completion of Construction; and (iii) the exchange realignment in the amount of approximately HK$0.78 billion arising from the adoption of an average exchange rate of RMB1.00: HK$1.2501 as at 31 March 2015 in preparing the net proceeds under the unaudited pro forma consolidated statement of cash flows which is different from the exchange rate used throughout this circular of RMB1.00: HK$1.1993. A reconciliation of the two different net proceeds is set out as below.

*Reconciliation of net proceeds*

| | *HKD' billion* |
|---|---|
| Net proceeds from the Disposal | 19.30 |
| Add: Land appreciation tax | 0.74 |
| Profits tax | 1.50 |
| Less: Third instalment of the Consideration | (3.60) |
| | 17.94 |
| Exchange realignment | 0.78 |
| Net proceeds per unaudited pro forma consolidated statement of cash flows | 18.72 |

In consideration of the entering into of the Local SPA, the parties thereto further agreed that the Entrusted Loan will be provided to Goldin Tianjin as an interest-free loan. In order to meet the banking regulation in the PRC, a nominal amount of interest expense, being the interest rate of 2% per annum, will be initially paid by Goldin Tianjin which will then be fully reimbursed by the Investment Company in accordance with the Interest Reimbursement Agreement. In view of the recent volatile market condition and the interest-free nature of the Entrusted Loan, the Group had not identified better alternative fund raising methods for repayment of loans in relation to the development of the Goldin Metropolitan project and is of the view that the Entrusted Loan would allow the Group to repay the outstanding debts and therefore lower the borrowing cost of the Group.

Given that (i) the terms of the Entrusted Loan Agreement, including the nominal interest rate of the Entrusted Loan, and the terms of the First Pledge Agreement including the reimbursement arrangement were agreed between the parties thereto after arm's length negotiations and having taken into account the banking regulation in the PRC; (ii) it is agreed that the interest will be fully reimbursed within 1 business day upon the receipt by the Investment Company with the result that Goldin Tianjin in effect shall incur no interest expense with such arrangement under the Interest Reimbursement Agreement; (iii) the first pledge over the Development in favour of the First Bank under the First Pledge Agreement is provided in consideration of the entering into of the Entrusted Loan Agreement, and (iv) in addition to the pledge of the Development for the obtaining of the Entrusted Loan, the Development is also pledged through the entering into of the Second Pledge Agreement, the Directors are of the view that the terms of the

Entrusted Loan Agreement and the First Pledge Agreement including the reimbursement arrangement are fair and reasonable and the entering into of the Entrusted Loan Agreement and the First Pledge Agreement (which form part and parcel of the Disposal) are in the interest of the Company and the Shareholders as a whole.

Upon the entering into of the Framework Disposal Agreement, it is intended that Goldin Tianjin will pledge the Development to secure, among others, the due performance by the Company and Goldin Tianjin of their obligations under the Framework Disposal Agreement and the transactions contemplated thereunder. Pursuant to the Local SPA, it is one of the conditions precedent to the payment of the first instalment of the Consideration by the Investment Company that Goldin Tianjin shall complete the registration of the pledge over the Development.

During the negotiation between the parties to the Local SPA, given that the legal title of the Properties could be obtained for registration of pledge only when the Real Estate Title Certificate of the Properties is separated from that of the Development, the Development is considered as an alternative security. Pursuant to the Second Pledge Agreement, if the Investment Company fails to repay the Investment Company Loan within 36 months after the drawdown thereof, the Second Bank will have the right to take control of and seize the Development in the event of such default and the financial and trading prospects of the Group will be adversely affected. Notwithstanding that the Development will be seized by the Second Bank only when the Investment Company fails to repay the Investment Company Loan within 36 months after the drawdown thereof, to minimize the risk of the Development being seized due to the default of the Investment Company, the Company and Goldin Tianjin, after arms' length negotiations with the Parties, agreed that the second pledge over the Development will in any event be released prior to the completion of the transfer of title and ownership of the Properties to the Target Company, which shall be within a maximum of 270 days (including the Rectification Period) after the obtaining of the Shareholders' Approval and therefore shall be released prior to the repayment date of the Investment Company Loan. Therefore, the release of the second pledge over the Development is not subject to a full repayment of the Investment Company Loan which may be in default by the Investment Company. Further, the temporary security which may be required to be provided by Goldin Tianjin to substitute the Development is expected to be released upon the legitimate transfer of the legal title of the Properties to the Target Company and the transfer of the Sale Shares to the Investment Company. The release of the temporary security, if any, is therefore not subject to the default of the Investment Company instead it is subject to the completion of the transfer of the legal title of the Properties to the Target Company and the transfer of Sale Shares to the Investment Company within 180 days or 270 days (including the Rectification Period) after the obtaining of the Shareholders' Approval.

As at the date of the Local SPA, the Properties were still under construction, with a scheduled date of the Completion of Construction on or before 31 December 2017. While the fair market value of the Properties amounted to approximately HK$13.3 billion as at 30 September 2015, Goldin Tianjin will receive both first and second instalments of the Consideration amounting to a total sum of approximately RMB15.00 billion (equivalent to approximately HK$17.99 billion) prior to the Completion of Construction. The Development, which is with a fair market value of approximately HK$16.8 billion as at 30 September 2015 is therefore pledged through the entering into of the Second Pledge Agreement to secure, among others, the due performance prior to the completion of the Disposal by the Company and Goldin Tianjin of their obligations under the Framework Disposal Agreement and the Local SPA and the transactions contemplated thereunder.

Taking into account that (i) the pledge of the Development pursuant to the Second Pledge Agreement is considered as an alternative security for the Investment Company Loan in favour of the Second Bank and the pledge of the Development will be replaced by the pledge of the Properties under the Investment Company upon the obtaining of its legal title and the completion of transfer of Sale Shares to the Investment Company; (ii) the arrangement that the second pledge over the Development under the Second Pledge Agreement shall be released prior to the completion of the transfer of title and ownership of the Properties to the Target Company could, to a certain extent, minimise any material impact on the Group as a result of possible default risk associated with the Investment Company Loan; (iii) the completion of the Disposal is not conditional on the repayment of the Investment Company Loan; (iv) the pledge of the Development by Goldin Tianjin through the entering into of the Second Pledge Agreement is one of the conditions precedent for settlement of the first instalment of the Consideration and, in view of the fact that the Company will receive the first instalment of the Consideration while the legal title of the Properties is yet to be transferred to the Target Company, is crucial to the smooth execution of the Framework Disposal Agreement and the Local SPA; and (v) the entering into of the Second Pledge Agreement is for the purpose of securing the due performance prior to the completion of the Disposal by the Company and Goldin Tianjin of their obligations under the Framework Disposal Agreement and the Local SPA and the transactions contemplated thereunder, the Directors are of the view that the terms of the Second Pledge Agreement are fair and reasonable and the entering into of the Second Pledge Agreement is in the interest of the Company and the Shareholders as a whole.

In view of the above, the Directors consider that the entering into of the Framework Disposal Agreement and the Local SPA and the transactions contemplated thereunder including the Relevant Agreements (which form part and parcel of the Disposal) are fair and reasonable, on normal commercial terms and in the interest of the Company and the Shareholders as a whole.

## IMPLICATIONS UNDER THE LISTING RULES

As one of the applicable percentage ratios (as defined in Rule 14.07 of the Listing Rules) in respect of the entering into of the Framework Disposal Agreement and the Local SPA exceeds 75%, the entering into of the Framework Disposal Agreement and the Local SPA constitutes a very substantial disposal for the Company and is therefore subject to the requirements of reporting, announcement and shareholders' approval pursuant to Chapter 14 of the Listing Rules.

As at the Latest Practicable Date, the First Party was an associate of Mr. Pan, who was a connected person of the Company. The First Party was therefore an associate of a connected person of the Company as at the Latest Practicable Date. The transactions contemplated under the Framework Disposal Agreement and the Local SPA therefore constitute a connected transaction for the Company under Chapter 14A of the Listing Rules, which is subject to, among other things, the Independent Shareholders' approval at the GM.

As at the Latest Practicable Date, each of the Investment Company and the First Investor was an associate of Mr. Pan, who was a connected person of the Company. Accordingly, each of the Investment Company and the First Investor was an associate of a connected person of the Company as at the Latest Practicable Date. The transactions contemplated under the Local SPA including the Relevant Agreements therefore constitute a connected transaction for the Company under Chapter 14A of the Listing Rules, which is subject to, among other things, the Independent Shareholders' approval at the GM.

In respect of the Entrusted Loan Agreement and the First Pledge Agreement, while the first pledge over the Development under the First Pledge Agreement shall be released upon full repayment of the Entrusted Loan including the interest accrued thereon, the Entrusted Loan will be settled with part of the second instalment of the Consideration and therefore the first pledge over the Development under the First Pledge Agreement shall be released at the same time. The first pledge of the Development is therefore provided by Goldin Tianjin for the purpose of securing, among others, the due performance prior to the completion of the Disposal by the Company and Goldin Tianjin of their obligations under the Framework Disposal Agreement, the Local SPA and the transactions contemplated thereunder. In respect of the Second Pledge Agreement, notwithstanding that the Second Bank will have the right to take control of and seize the Development only when the Investment Company fails to repay the Investment Company Loan within 36 months after the drawdown thereof, the release of the second pledge of the Development shall take place prior to the completion of the transfer of Sale Shares within 180 days or 270 days including the Rectification Period after the obtaining of the Shareholders' Approval. The second pledge of the Development is therefore provided by Goldin Tianjin for the purpose of securing, among others, the due performance prior to the completion of the Disposal by the Company and Goldin Tianjin of their obligations under the Framework Disposal Agreement, the Local SPA and the transactions contemplated thereunder. Considering the above, the Company is of the view that the entering into of each of the Relevant Agreements does not constitute financial assistance under Rule 14A.24(4) of the Listing Rules.

Given that Mr. Pan has a material interest in the Disposal, Mr. Pan has abstained from voting at the meeting of the Board for approving the Framework Disposal Agreement, the Local SPA and the transactions contemplated thereunder including the Relevant Agreements. Mr. Pan and his associates, which together held 2,300,896,998 Shares, representing approximately 64.40% of the issued share capital of the Company as at the Latest Practicable Date, will abstain from voting at the GM for approving the Framework Disposal Agreement, the Local SPA and the transactions contemplated thereunder including the Relevant Agreements.

**GM**

The GM will be held at Victoria Room IV, Level 2, Four Seasons Hotel Hong Kong, 8 Finance Street, Central, Hong Kong on Tuesday, 31 May 2016 at 3:00 p.m., the notice of which is set out on pages 84 to 85 of this circular, for the Independent Shareholders to consider and, if thought fit to approve, the Framework Disposal Agreement, the Local SPA and the transactions contemplated thereunder including the Relevant Agreements.

Whether or not you intend to attend and vote at such meeting, you are requested to complete and return the enclosed form of proxy to the Company's share registrar, Tricor Secretaries Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong, as soon as possible and in any event not less than 48 hours before the time appointed for holding the GM or any adjournment thereof. Completion and return of the form of proxy will not preclude you from attending and voting in person at the GM or any adjournment thereof should you so wish.

## RECOMMENDATION

Based on the reasons set out in the section headed "Reasons for the entering into of the Framework Disposal Agreement, the Local SPA and the Relevant Agreements" above, the Directors consider that the terms of the Framework Disposal Agreement, the Local SPA and the transaction contemplated thereunder including the Relevant Agreements are fair and reasonable and in the interests of the Company and the Shareholders as a whole. Therefore, the Directors recommend the Independent Shareholders to vote in favour of the relevant resolutions to be proposed at the GM.

## ADDITIONAL INFORMATION

Your attention is also drawn to the letter from the Independent Board Committee set out on pages 27 and 28 of this circular, and the letter from Gram Capital to the Independent Board Committee and Independent Shareholders set out on pages 29 to 42 of this circular and the information set out in the appendices to this circular.

By order of the Board
**Goldin Properties Holdings Limited**
**Pan Sutong**
*Chairman*

*The following is the text of a letter from the Independent Board Committee setting out its recommendation to the Independent Shareholders in respect of the Disposal for the purpose of inclusion in this circular.*

GOLDIN PROPERTIES
高銀地產

**GOLDIN PROPERTIES HOLDINGS LIMITED**
**高銀地產控股有限公司**
*(Incorporated in Hong Kong with limited liability)*
**(Stock Code: 283)**

13 May 2016

*To the Independent Shareholders,*

Dear Sir or Madam,

**VERY SUBSTANTIAL DISPOSAL**
**AND CONNECTED TRANSACTION**

We refer to the circular of the Company dated 13 May 2016 (the "**Circular**"), of which this letter forms part. Capitalised terms used herein have the same meanings as those defined in the Circular unless the context otherwise requires.

We have been appointed as members of the Independent Board Committee to consider the terms of the Framework Disposal Agreement, the Local SPA and the transactions contemplated thereunder including the Relevant Agreements and to advise you as to whether, in our opinion, the terms of the Framework Disposal Agreement, the Local SPA and the transactions contemplated thereunder including the Relevant Agreements are on normal commercial terms and are fair and reasonable so far as the Independent Shareholders are concerned and the Disposal is in the interests of the Company and the Shareholders as a whole.

Gram Capital Limited has been appointed as the Independent Financial Adviser to advise us and you regarding the terms of the Framework Disposal Agreement, the Local SPA and the transactions contemplated thereunder including the Relevant Agreements. Details of its advice, together with the principal factors and reasons it has taken into consideration in giving its advice, are contained in its letter set out on pages 29 to 42 of the Circular. Your attention is also drawn to the letter from the Board and the additional information set out in the appendices to the Circular.

Having considered the terms of the Framework Disposal Agreement, the Local SPA and the transactions contemplated thereunder including the Relevant Agreements and the advice from Gram Capital, we consider that the terms of the Framework Disposal Agreement, the Local SPA and the transactions contemplated thereunder including the Relevant Agreements are on normal commercial terms and are fair and reasonable so far as the Independent Shareholders are concerned and the Disposal is in the interests of the Company and the Shareholders as a whole. Accordingly, we recommend the Independent Shareholders to vote in favour of the ordinary resolutions to be proposed at the GM to approve the Framework Disposal Agreement, the Local SPA and the transactions contemplated thereunder including the Relevant Agreements.

Yours faithfully,
**Independent Board Committee of**
**Goldin Properties Holdings Limited**

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| **Dr. Ng Lai Man, Carmen** | **Mr. Lai Chi Kin**<br>*Chairman* | **Dr. Cheng Kwan Wai** |

*Set out below is the text of a letter received from Gram Capital, the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders in respect of the Disposal for the purpose of inclusion in this circular.*

Gram Capital Limited
嘉林資本有限公司

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Hong Kong

13 May 2016

*To: The independent board committee and the independent shareholders of Goldin Properties Holdings Limited*

Dear Sirs,

**VERY SUBSTANTIAL DISPOSAL AND CONNECTED TRANSACTION**

**INTRODUCTION**

We refer to our appointment as the Independent Financial Adviser to advise the Independent Board Committee and the Independent Shareholders in respect of the Disposal, details of which are set out in the letter from the Board (the "**Board Letter**") contained in the circular dated 13 May 2016 issued by the Company to the Shareholders (the "**Circular**"), of which this letter forms part. Terms used in this letter shall have the same meanings as defined in the Circular unless the context requires otherwise.

On 16 December 2015, the Company, the First Party and the Second Party entered into the Framework Disposal Agreement, pursuant to which the Company has conditionally agreed to sell the entire equity interest of the Target Company, which will beneficially own the Properties at Completion, at a total Consideration of RMB18.00 billion (equivalent to approximately HK$21.59 billion).

On 1 March 2016, the Company, Goldin Tianjin, the Investment Company, the Target Company and the First Party entered into the Local SPA for the purpose of implementing the Disposal and setting out additional terms regarding the Disposal.

On 15 April 2016, Goldin Tianjin entered into the Relevant Agreements, which are all part and parcel of the Disposal.

Pursuant to the Local SPA, it was agreed that the latest time for the Company to obtain the Shareholders' Approval shall be on or before 15 May 2016. On 10 May 2016, the Company entered into the Supplemental Agreement for the extension of the latest time for the Company to obtain the Shareholders' Approval from 15 May 2016 to 30 June 2016.

With reference to the Board Letter, the entering into of the Framework Disposal Agreement, the Local SPA and the transactions contemplated thereunder constitute a very substantial disposal and connected transaction for the Company under Chapter 14 and Chapter 14A of the Listing Rules respectively. In addition, the transactions contemplated under the Local SPA including the Relevant Agreements also constitute connected transaction for the Company under Chapter 14A of the Listing Rules. As such, the Framework Disposal Agreement, the Local SPA and the Relevant Agreements are subject to the reporting, announcement and independent shareholders' approval requirements under the Listing Rules.

The Independent Board Committee comprising Mr. Lai Chi Kin, Dr. Ng Lai Man, Carmen and Dr. Cheng Kwan Wai (all being independent non-executive Directors) has been established to advise the Independent Shareholders on (i) whether the terms of the Framework Disposal Agreement, the Local SPA and the Relevant Agreements are on normal commercial terms and are fair and reasonable so far as the Independent Shareholders are concerned; (ii) whether the Disposal is in the interests of the Company and the Shareholders as a whole; and (iii) how the Independent Shareholders should vote in respect of the resolution(s) to approve the Framework Disposal Agreement, the Local SPA, the Relevant Agreements and the transactions contemplated thereunder at the GM. We, Gram Capital Limited, have been appointed as the Independent Financial Adviser to advise the Independent Board Committee and the Independent Shareholders in this respect.

**BASIS OF OUR OPINION**

In formulating our opinion to the Independent Board Committee and the Independent Shareholders, we have relied on the statements, information, opinions and representations contained or referred to in the Circular and the information and representations as provided to us by the Directors. We have assumed that all information and representations that have been provided by the Directors, for which they are solely and wholly responsible, are true and accurate at the time when they were made and continue to be so as at the Latest Practicable Date. We have also assumed that all statements of belief, opinion, expectation and intention made by the Directors in the Circular were reasonably made after due enquiry and careful consideration. We have no reason to suspect that any material facts or information have been withheld or to doubt the truth, accuracy and completeness of the information and facts contained in the Circular, or the reasonableness of the opinions expressed by the Company, its advisers and/or the Directors, which have been provided to us. Our opinion is based on the Directors' representation and confirmation that there are no undisclosed private agreements/arrangements or implied understanding with anyone concerning the Disposal. We consider that we have taken sufficient and necessary steps on which to form a reasonable basis and an informed view for our opinion in compliance with Rule 13.80 of the Listing Rules.

We have not made an independent evaluation or appraisal of the assets and liabilities of either the Group or the Target Company and we have not been furnished with any such evaluation or appraisal, save as and except for the valuation report dated 13 May 2016 prepared by Savills Valuation and Professional Services, an independent valuer (the "**Valuer**"), in respect of the Properties (the "**Valuation Report**"). The Valuation Report was prepared in accordance with The HKIS Valuation Standards (2012 Edition) published by The Hong Kong Institute of Surveyors as well as the requirements as stipulated under Chapter 5 of the Listing Rules. We are not experts in the valuation of properties and therefore have relied solely upon the Valuation Report for the market value of the Properties as at 29 February 2016.

The Directors have collectively and individually accepted full responsibility for the accuracy of the information contained in the Circular and have confirmed, having made all reasonable enquiries, which to the best of their knowledge and belief, that the information contained in the Circular is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement in the Circular or the Circular misleading. We, as the Independent Financial Adviser, take no responsibility for the contents of any part of the Circular, save and except for this letter of advice.

We consider that we have been provided with sufficient information to reach an informed view and to provide a reasonable basis for our opinion. We have not, however, conducted any independent in-depth investigation into the business and affairs of the Company, Goldin Tianjin, the Target Company, the First Party, the Second Party, the Partnership Fund and the Investment Company or their respective subsidiaries or associates, nor have we considered the taxation implication on the Group or the Shareholders as a result of the Framework Disposal Agreement, the Local SPA and the Relevant Agreements. Our opinion is necessarily based on the financial, economic, market and other conditions in effect and the information made available to us as at the Latest Practicable Date. Shareholders should note that subsequent developments (including any material change in market and economic conditions) may affect and/or change our opinion and we have no obligation to update this opinion to take into account events occurring after the Latest Practicable Date or to update, revise or reaffirm our opinion. In addition, nothing contained in this letter should be construed as a recommendation to hold, sell or buy any Shares or any other securities of the Company.

Lastly, where information in this letter has been extracted from published or otherwise publicly available sources, it is the responsibility of Gram Capital to ensure that such information has been correctly extracted from the relevant sources while we are not obligated to conduct any independent in-depth investigation into the accuracy and completeness of those information.

**PRINCIPAL FACTORS AND REASONS CONSIDERED**

In arriving at our opinion in respect of the Disposal, we have taken into consideration the following principal factors and reasons:

**1. Background of and reasons for the Disposal**

***Business overview of the Group***

With reference to the Board Letter, the Group is principally engaged in the property development and investment, operation of hotel and polo club and is currently engaged in a mega property development project in Tianjin, the PRC, namely Goldin Metropolitan.

Set out below are the consolidated financial results of the Group for the six months ended 30 September 2015 and each of the two years ended 31 March 2015 as extracted from the Company's interim report for the six months ended 30 September

2015 (the "**Interim Report**") and annual report for the year ended 31 March 2015 (the "**Annual Report**"):

| | **For the six months ended 30 September 2015** | **For the year ended 31 March 2015** | **For the year ended 31 March 2014** | **Year on year change** |
|---|---|---|---|---|
| | *HK$'000* | *HK$'000* | *HK$'000* | *%* |
| Revenue | 57,392 | 569,350 | 2,793,413 | (79.62) |
| – Sales of properties | 27,149 | 474,788 | 2,680,022 | (82.28) |
| – Advertising, VIP Box and ticketing income from polo tournaments | 17,246 | 71,133 | 85,001 | (16.32) |
| – Hotel operation | 8,338 | 17,631 | 20,991 | (16.01) |
| – Polo club membership income | 3,401 | 3,175 | 3,180 | (0.16) |
| – Project management fee | 1,258 | 2,623 | 4,219 | (37.83) |
| Profit for the period/year attributable to owners of the Company | 372,439 | 654,866 | 855,588 | (23.46) |

As depicted from the above table, sales of properties had been the largest revenue source of the Group for the six months ended 30 September 2015 and each of the two years ended 31 March 2015. Although the revenue of the Group for the year ended 31 March 2015 ("**FY2015**") decreased by approximately 79.62% as compared to those of the year ended 31 March 2014 ("**FY2014**") which was mainly attributable to the decline in recognized revenue from the sales of residential properties in Phase One of Fortune Heights during FY2015 according to the Annual Report. The Group recorded an increase in fair value of investment properties of approximately HK$679.16 million and a fair value gain upon transfer to investment properties of approximately HK$640.29 million for FY2015. The Company also recorded profit attributable to owners of the Company of approximately HK$654.87 million for FY2015.

With reference to the Interim Report, the Company aspires to become a world-class metropolitan integrated property developer, and would endeavour its best efforts in completing Goldin Metropolitan at the highest standards. The Company would grasp opportunities arising from the economic integration of Beijing and Tianjin by contributing to the Bohai Economic Rim's further economic development.

With reference to the Board Letter, upon Completion, the Remaining Group will continue to carry out its business of property development and investment and operation of hotel and polo club. The Remaining Group will also continue to develop other buildings and facilities within Goldin Metropolitan project. Details of the assets under Goldin Metropolitan of the Remaining Group are set out under the section headed "Information of the Remaining Group" of the Board Letter.

The major assets of the Remaining Group will include properties held for investment comprising GFA of approximately 624,087 sq.m., properties held for sale comprising GFA of approximately 654,304 sq.m. and hotel and polo club properties comprising GFA of approximately 58,000 sq.m., which in aggregate comprising GFA of approximately 1,336,391 sq.m. As at the Latest Practicable Date, in respect of properties held for sale, construction of phase 1 of the residential properties comprising GFA of approximately 208,804 sq.m. was completed, of which GFA of approximately 54,786 sq.m. have been sold, GFA of approximately 118,196 sq.m. have been launched and the remaining GFA of approximately 35,822 sq.m. are not ready for sale, and construction of phase 2 of the residential properties comprising GFA of approximately 500,286 sq.m. has not yet completed.

In respect of the property development and the property investment business, the Remaining Group will continue the development of the abovementioned remaining assets of Goldin Metropolitan and will sell and/or lease the properties as and when appropriate. In addition to the business of the sales and/or lease of properties of the Remaining Group, the Remaining Group will also continue to carry out its hotel and polo club operation through its Tianjin Goldin Metropolitan Polo Club complemented by Tianjin Goldin Metropolitan Polo Club Hotel.

*Information on the Target Company*

As referred to in the Board Letter, the Target Company has been established in the PRC by Goldin Tianjin to engage in properties holding. The Target Company has not commenced operations and has not generated any revenue nor recorded any profit or loss since its establishment. Upon Completion, the sole assets of the Target Company will be the Properties.

The Properties, being part of the Development and CBD phase 1 of Goldin Metropolitan, which is a mega property development project of the Group in Tianjin, the PRC, are located in the CBD of Goldin Metropolitan. The Development is indirectly held by the Company through its wholly-owned subsidiary, Goldin Tianjin. The Development which comprises primarily of Goldin Finance 117, six grade A office buildings, twin tower – north tower, a mega high-end shopping mall and car parking spaces and other ancillary facilities, which are all under construction, has an aboveground GFA of approximately 746,967 sq.m. with a basement area of approximately 583,292 sq.m., or a total estimated saleable GFA of approximately 800,743 sq.m. including the underground estimated saleable GFA of approximately 57,892 sq.m. Details of the Development are set out under the section headed "Information on the Target Company" of the Board Letter.

As at 30 September 2015, approximately 77% of the construction of the Properties has been completed and the development cost incurred amounted to approximately RMB8.90 billion. It is expected that the estimated remaining development costs and other commitments required for Completion of Construction would be approximately RMB2.60 billion.

As at 30 September 2015, the fair market value of the Properties amounted to approximately HK$13.30 billion. According to the Valuation Report on the Properties on completion of construction basis as at 29 February 2016, as appraised by the Valuer, the value of the Properties amounted to RMB18.27 billion (equivalent to approximately HK$21.91 billion) (the "**Valuation**").

***Reasons for the entering into of the Framework Disposal Agreement, the Local SPA and the Relevant Agreements***

With reference to the Board Letter, Goldin Metropolitan is a high-end integrated property development project of the Group, which will be completed by 2017 in phases. With a planned aboveground GFA of approximately 1,888,333 sq.m. before the Disposal, Goldin Metropolitan's major elements include the CBD which comprises the iconic skyscraper Goldin Finance 117, a luxury residential zone called Fortune Heights and Tianjin Goldin Metropolitan Polo Club complemented by Tianjin Goldin Metropolitan Polo Club Hotel.

The Group considers that the Disposal represents a good opportunity for the Group to liquidate part of its interest in the Goldin Metropolitan in order to capture its investment gain immediately and reorganise its assets portfolio. The Board is also of the view that as a result of the Disposal, net cash inflow will be generated, allowing the Group to conserve more financial resources for the funding of future potential investments when opportunities arise. It is expected that the Disposal would improve the gearing level by repaying the outstanding loans due from the Group and strengthen the financial position of the Group.

The net proceeds, including the Construction Capital of RMB2 billion (equivalent to approximately HK$2.4 billion), from the Disposal after expenses are expected to be approximately HK$19.30 billion, will be used by the Group as to approximately HK$7.60 billion for the Group's business development and operations, including potential future investment in the property and/or relevant market and expansion of the Group's hotel and polo club operation and the payment of land and construction costs arising from the construction of Goldin Metropolitan project, as to approximately HK$8.70 billion for settlement of the outstanding loans due from the Group and as to approximately HK$3.00 billion for general working capital and special dividend distribution, if any.

In consideration of the entering into of the Local SPA, the parties thereto further agreed that the Entrusted Loan will be provided to Goldin Tianjin as an interest-free loan. In order to meet the banking regulation in the PRC, a nominal amount of interest expense, being the interest rate of 2% per annum, will be initially paid by Goldin Tianjin which will then be fully reimbursed by the Investment Company in accordance with the Interest Reimbursement Agreement. In view of the recent volatile market condition and the interest-free nature of the Entrusted Loan, the Group had not identified better alternative fund raising methods for repayment of loans in relation to the development of the Goldin Metropolitan project and is of the view that the Entrusted Loan would allow the Group to repay the outstanding debts and therefore lower the borrowing cost of the Group.

Given that (i) the terms of the Entrusted Loan Agreement, including the nominal interest rate of the Entrusted Loan, and the terms of the First Pledge Agreement including the reimbursement arrangement were agreed between the parties thereto after arm's length negotiations and having taken into account the banking regulation in the PRC; (ii) it is agreed that the interest will be fully reimbursed by the Investment Company within 1 business day upon the receipt by the Investment Company with the result that Goldin Tianjin in effect shall incur no interest expense with such arrangement under the Interest Reimbursement

Agreement; (iii) the first pledge over the Development in favour of the First Bank under the First Pledge Agreement is provided in consideration of the entering into of the Entrusted Loan Agreement; and (iv) in addition to the pledge of the Development for the obtaining of the Entrusted Loan, the Development is also pledged through the entering into of the Second Pledge Agreement, the Directors are of the view that the terms of the Entrusted Loan Agreement and the First Pledge Agreement including the reimbursement arrangement are fair and reasonable and the entering into of the Entrusted Loan Agreement and the First Pledge Agreement (which form part and parcel of the Disposal) are in the interest of the Company and the Shareholders as a whole.

Upon the entering into of the Framework Disposal Agreement, it is intended that Goldin Tianjin will pledge the Development to secure, among others, the due performance by the Company and Goldin Tianjin of their obligations under the Framework Disposal Agreement and the transactions contemplated thereunder. Pursuant to the Local SPA, it is one of the conditions precedent to the payment of the first instalment of the Consideration by the Investment Company that Goldin Tianjin shall complete the registration of the pledge over the Development.

During the negotiation between the parties to the Local SPA, given that the legal title of the Properties could be obtained for registration of pledge only when the Real Estate Title Certificate of the Properties is separated from that of the Development, the Development is considered as an alternative security. Pursuant to the Second Pledge Agreement, if the Investment Company fails to repay the Investment Company Loan within 36 months after the drawdown thereof, the second bank will have the right to take control of and seize the Development in the extent of such default and the financial and trading prospects of the Group will be adversely affected. Notwithstanding that the Development will be seized by the Second Bank only when the Investment Company fails to repay the Investment Company Loan within 36 months after the drawdown thereof, to minimize the risk of the Development being seized due to the default of the Investment Company, the Company and Goldin Tianjin, after arms' length negotiations with the Parties, agreed that the second pledge over the Development will in any event be released prior to the completion of the transfer of title and ownership of the Properties to the Target Company, which shall be within a maximum of 270 days (including the Rectification Period) after the obtaining of the Shareholders' Approval and therefore shall be released prior to the repayment date of the Investment Company Loan. Therefore, the release of the second pledge over the Development is not subject to a full repayment of the Investment Company Loan which may be in default by the Investment Company. Further, the temporary security which may be required to be provided by Goldin Tianjin to substitute the Development is expected to be released upon the legitimate transfer of the legal title of the Properties to the Target Company and the transfer of the Sale Shares to the Investment Company. The release of the temporary security, if any, is therefore not subject to the default of the Investment Company instead it is subject to the completion of the transfer of the legal little of the Properties to the Target Company and the transfer of Sale Shares to the Investment Company within 180 days or 270 days (including the Rectification Period) after the obtaining of the Shareholders' Approval.

As at the date of the Local SPA, the Properties were still under construction, with a scheduled date of the Completion of Construction on or before 31 December

2017. While the fair market value of the Properties amounted to approximately HK$13.3 billion as at 30 September 2015, Goldin Tianjin will receive both first and second instalments of the Consideration amounting to a total sum of approximately RMB15.00 billion (equivalent to approximately HK$17.99 billion) prior to the Completion of Construction. The Development, which is with a fair market value of approximately HK$16.8 billion as at 30 September 2015 is therefore pledged through the entering into of the Second Pledge Agreement to secure, among others, the due performance prior to the completion of the Disposal by the Company and Goldin Tianjin of their obligations under the Framework Disposal Agreement, the Local SPA and the transactions contemplated thereunder.

Taking into account that (i) the pledge of the Development pursuant to the Second Pledge Agreement is considered as an alternative security for the Investment Company Loan in favour of the Second Bank and the pledge of the Development will be replaced by the pledge of the Properties under the Investment Company upon the obtaining of its legal title and the completion of transfer of Sale Shares to the Investment Company; (ii) the arrangement that the second pledge over the Development under the Second Pledge Agreement shall be released prior to the completion of the transfer of title and ownership of the Properties to the Target Company could, to a certain extent, minimise any material impact on the Group as a result of possible default risk associated with the Investment Company Loan; (iii) the completion of the Disposal is not conditional on the repayment of the Investment Company Loan; (iv) the pledge of the Development by Goldin Tianjin through the entering into of the Second Pledge Agreement is one of the conditions precedent for settlement of the first instalment of the Consideration and in view of the fact that the Company will receive the first instalment of the Consideration while the legal title of the Properties is yet to be transferred to the Target Company, is crucial to the smooth execution of the Framework Disposal Agreement and the Local SPA; and (v) the entering into of the Second Pledge Agreement is for the purpose of securing the due performance prior to the completion of the Disposal by the Company and Goldin Tianjin of their obligations under the Framework Disposal Agreement, the Local SPA and the transactions contemplated thereunder, the Directors are of the view that the terms of the Second Pledge Agreement are fair and reasonable and the entering into of the Second Pledge Agreement is in the interest of the Company and the Shareholders as a whole.

We noted from the Interim Report that:

(i) the gearing ratio (total debts to total assets) of the Group was approximately 23.4% as at 30 September 2015 as compared to 22.9% as at 31 March 2015;

(ii) the ratio of total liabilities (including total trade and construction cost payables, bank borrowing, obligations under finance leases and loan from a related company) to total equity was approximately 91.3% as at 30 September 2015 as compared to approximately 83.3% as at 31 March 2015; and

(iii) the cash and cash equivalents of the Group was approximately HK$5.23 million as at 30 September 2015.

Having considered (i) the above reasons for the Disposal; (ii) the financial position of the Group; and (iii) the reasons for the entering into of the Framework

Disposal Agreement, the Local SPA and the Relevant Agreements, we concur with the Directors that the entering into of the Framework Disposal Agreement, the Local SPA and the Relevant Agreements (which form part and parcel of the Disposal) is in the interests of the Company and the Shareholders as a whole.

**2. Principal terms of the Framework Disposal Agreement, the Local SPA and the Relevant Agreements**

On 16 December 2015, the Company, the First Party and the Second Party entered into the Framework Disposal Agreement, pursuant to which the Company has conditionally agreed to sell the entire equity interest of the Target Company, which will beneficially own the Properties at Completion, at a total Consideration of RMB18.00 billion (equivalent to approximately HK$21.59 billion).

On 1 March 2016, the Company, Goldin Tianjin, the Investment Company, the Target Company and the First Party entered into the Local SPA for the purpose of implementing the Disposal and setting out additional terms regarding the Disposal.

On 15 April 2016, Goldin Tianjin entered into the Relevant Agreements which are all part and parcel of the Disposal.

Pursuant to the Local SPA, it was agreed that the latest time for the Company to obtain the Shareholders' Approval shall be on or before 15 May 2016. On 10 May 2016, the Company entered into the Supplemental Agreement for the extension of the latest time for the Company to obtain the Shareholders' Approval from 15 May 2016 to 30 June 2016.

Pursuant to the Framework Disposal Agreement, the Company has conditionally agreed to procure Goldin Tianjin, a wholly-owned subsidiary of the Company, to transfer the ownership of the Properties to the Target Company on completion of construction basis. Upon Completion, the transfer of the Sale Shares from Goldin Tianjin to the Investment Company will take place and the Investment Company will own the entire interest of the Properties. The Investment Company will be beneficially owned as to 50% and 50% by the First Party or its nominees and the Second Party or any independent investors to be procured by the Second Party respectively.

The performance of the Local SPA is conditional upon the obtaining of the Shareholders' Approval. Upon obtaining of the Shareholders' Approval, the Framework Disposal Agreement and the Local SPA will become unconditional.

***Consideration***

With reference to the Board Letter, the Consideration shall be RMB18.00 billion (equivalent to approximately HK$21.59 billion), which shall be paid by the Investment Company to Goldin Tianjin in the manner set out in the section headed "Consideration" of the Board Letter. It is expected that the Consideration of RMB18.00 billion (equivalent to approximately HK$21.59 billion) will be contributed by the First Party or its nominees as to RMB9.00 billion and by the Second Party or such independent investors to be procured by the Second Party as to RMB9.00 billion respectively. The basis of determining the Consideration is set out in the section headed "Consideration" of the Board Letter.

To assess the fairness and reasonableness of the Consideration, we have reviewed the Valuation Report and discussed with the Valuer regarding the methodology adopted and the basis and assumptions used in the Valuation Report. In the course of our discussion, we noted that the Valuer carried out an inspection of the Properties in December 2015, and between 29 March 2016 and 1 April 2016. Based on the Valuation Report, the Valuer had adopted direct comparison approach for the Valuation. As further confirmed by the Valuer, the direct comparison approach is commonly adopted for valuation of properties in the PRC and is also consistent with normal market practice.

With reference to the Valuation Report, the Valuer had valued the Properties on the basis that they will be developed and completed in accordance with the latest development proposals provided to the Valuer. Given that the Properties will be disposed on completion of construction basis, we consider that it is fair and reasonable to determine the Consideration with reference to the Valuation on completion of construction basis.

For our due diligence purpose, we have reviewed and enquired into (i) the terms of engagement of the Valuer with the Company; (ii) the Valuer's qualification and experience in relation to the preparation of the Valuation Report; and (iii) the steps and due diligence measures taken by the Valuer for conducting the Valuation. From the mandate letter and other relevant information provided by the Valuer and based on our interview with it, we are satisfied with the terms of engagement of the Valuer as well as its qualification and experience for preparation of the Valuation Report. The Valuer has also confirmed that it is independent to the Group and the Parties.

Further details of the basis and assumptions of the Valuation are included in the Valuation Report as contained in Appendix IV to the Circular. During our discussion with the Valuer, we have not identified any major factors which cause us to doubt the fairness and reasonableness of the principal basis and assumptions adopted for or the information used in the Valuation. Nevertheless, Shareholders should note that valuation of assets or properties usually involves assumptions and therefore the Valuation may or may not reflect the true market value of the Properties accurately.

In light of (i) the reasons for the Disposal as aforementioned; (ii) there is gain on the Disposal; and (iii) that the Consideration only represents a slight discount of approximately 1.47% to the Valuation, we are of the view that the Consideration is on normal commercial terms and is fair and reasonable so far as the Independent Shareholders are concerned.

***The Relevant Agreements***

Pursuant to and as part and parcel of the Disposal, on 15 April 2016, Goldin Tianjin entered into (i) the Entrusted Loan Agreement with the Investment Company and the First Bank, pursuant to which the Investment Company has agreed to provide the Entrusted Loan in the amount of RMB6.00 billion (equivalent to approximately HK$7.20 billion) to Goldin Tianjin through entrusted loan arrangement whereby the First Bank is designated to act as the trustee to release the Entrusted Loan to Goldin Tianjin; (ii) the First Pledge Agreement with the

Investment Company and the First Bank, pursuant to which Goldin Tianjin has agreed to provide a first pledge over the Development in favour of the First Bank as security for the full repayment of the Entrusted Loan and interests accrued thereon; and (iii) the Second Pledge Agreement with the Second Bank and the Partnership Fund, pursuant to which Goldin Tianjin has agreed to provide a second pledge over the Development in favour of the Second Bank as security for the full repayment of the Investment Company Loan in the amount of RMB6.00 billion extended to the Investment Company and interests accrued thereon.

The entering into of the Entrusted Loan Agreement, the First Pledge Agreement and the Second Pledge Agreement forms part and parcel of the Disposal, which is conditional upon the obtaining of the Shareholders' Approval.

The Entrusted Loan in the amount of RMB6.00 billion (equivalent to approximately HK$7.20 billion) will be extended to Goldin Tianjin by the Investment Company through the First Bank for a period of 12 months from the drawdown date. While the interest rate under the Entrusted Loan is 2% per annum as contemplated under the Entrusted Loan Agreement, given that the interest expense, which will be payable by Goldin Tianjin with the principal altogether when the Entrusted Loan is due will be fully reimbursed by the Investment Company within 1 business day upon the receipt by the Investment Company thereof pursuant to the Interest Reimbursement Agreement, it is expected that the net effect of interest expense is zero. The Entrusted Loan (including interests accrued thereon) shall be repaid by Goldin Tianjin to the First Bank in full. The Entrusted Loan shall be used by Goldin Tianjin for the repayment of loans owed by the Group in relation to the development of the Goldin Metropolitan project in the amount of RMB6.00 billion.

In consideration of the provision of the Entrusted Loan to Goldin Tianjin under the Entrusted Loan Agreement, Goldin Tianjin also entered into the First Pledge Agreement, pursuant to which Goldin Tianjin will provide a first pledge over the Development in favour of the First Bank as security for the full repayment of the Entrusted Loan and interest accrued thereon. The first pledge over the Development under the First Pledge Agreement shall be released upon full repayment of the Entrusted Loan including the interests accrued thereon.

The Investment Company Loan, once drawn-down by the Investment Company to its account, will be earmarked for the settlement of part of the Consideration through an escrow arrangement and will only be released from such account by the Second Bank upon consent of both Goldin Tianjin and the Investment Company.

Pursuant to the Second Pledge Agreement, the second pledge of the Development shall be immediately released within three business days upon the full repayment of the Investment Company Loan. The Investment Company Loan shall be repaid by the Investment Company within 36 months after the drawdown thereof or an earlier date which is subject to the written consents of both Goldin Tianjin and the Partnership Fund. The Development will be seized by the Second Bank only when the Investment Company fails to repay the Investment Company Loan within 36 months after the drawdown thereof. The drawdown of the Investment Company Loan is conditional on, among others, the pledge of the

Development pursuant to the Second Pledge Agreement which is subject to the obtaining of the Shareholders' Approval. Notwithstanding the aforesaid, the parties to the Second Pledge Agreement agreed to release the second pledge over the Development earlier for the purpose of the transfer of title and ownership of the Properties to the Target Company, which shall be no later than 180 days or 270 days (including the Rectification Period) after the obtaining of the Shareholders' Approval, being one of the conditions for payment of the second instalment of the Consideration. The parties to the Second Pledge Agreement further agreed that the second pledge over the Development may be substituted under the aforesaid circumstances subject to negotiations in order to provide a temporary security in favour of the Second Bank prior to completion of registration of the transfer of title and ownership of the Properties to the Target Company and the transfer of the Sales Shares to the Investment Company. It is agreed that the temporary security will be pledged simultaneously upon the release of the second pledge over the Development, for the purpose of securing the transfer of title and ownership of the Properties to the Target Company, which is one of the conditions for payment of the second instalment of the Consideration. The parties to the Second Pledge Agreement are expected to enter into relevant pledge agreement separately for the provision of such temporary security, if any, prior to the transfer of title and ownership of the Properties to the Target Company, with such terms and conditions as similar to those of the Second Pledge Agreement, except for the time of release of pledge. Upon the obtaining of legal title of the Properties and completion of the transfer of title and ownership of the Properties to the Target Company and the transfer of the Sale Shares to the Investment Company, the Properties will be pledged for the Investment Company Loan in favour of the Second Bank and the pledge of such temporary security shall be released. It is intended that the value of such temporary security shall not exceed the value of the Development as at 30 September 2015 being approximately HK$16.8 billion.

Given that (i) the terms of the Entrusted Loan Agreement, including the nominal interest rate of the Entrusted Loan, and the terms of the First Pledge Agreement including the reimbursement arrangement were agreed between the parties thereto after arm's length negotiations and having taken into account the banking regulation in the PRC; (ii) it is agreed that the interest will be reimbursed by the Investment Company within 1 business day upon the receipt by the Investment Company with the result that Goldin Tianjin in effect shall incur no interest expense with such arrangement under the Interest Reimbursement Agreement; (iii) the first pledge over the Development in favour of the First Bank under the First Pledge Agreement is provided in consideration of the entering into of the Entrusted Loan Agreement; and (iv) in addition to the pledge of the Development for the obtaining of the Entrusted Loan, the Development is also pledged through the entering into of the Second Pledge Agreement, we consider the terms of the Entrusted Loan Agreement and the First Pledge Agreement (which form part and parcel of the Disposal) to be acceptable.

Having taken into account that (i) the pledge of the Development pursuant to the Second Pledge Agreement is considered as an alternative security for the Investment Company Loan in favour of the Second Bank and the pledge of the Development will be replaced by the pledge of the Properties under the Investment Company upon the obtaining of its legal title and the completion of transfer of Sale Shares to the Investment Company; (ii) the arrangement that the second pledge over the Development under the Second Pledge Agreement shall be released prior to the completion of the transfer of title and ownership of the Properties to the Target Company could, to a certain extent, minimise any material impact on the Group as a result of possible default risk associated with the Investment Company Loan; (iii) the completion of the Disposal is not conditional on the repayment of the Investment Company Loan; (iv) the pledge of the Development by Goldin Tianjin through the entering into of the Second Pledge Agreement is one of the conditions precedent for settlement of the first instalment of the Consideration and, in view of the fact that the Company will receive the first instalment of the Consideration while the legal title of the Properties is yet to be transferred to the Target Company, is crucial to the smooth execution of the Framework Disposal Agreement and the Local SPA; and (v) the entering into of the Second Pledge Agreement is for the purpose of securing the due performance prior to the completion of the Disposal by the Company and Goldin Tianjin of their obligations under the Framework Disposal Agreement, the Local SPA and the transactions contemplated thereunder, we also consider the terms of the Second Pledge Agreement to be acceptable.

***Other terms***

Details of the other terms of the Framework Disposal Agreement such as "Undertaking by the Company" and "Completion of Construction" are set out under the section headed "The Framework Disposal Agreement, the Local SPA and the Relevant Agreements" of the Board Letter. Given that the transfer of the ownership of the Properties to the Target Company will be on completion of construction basis, we consider the aforementioned terms to be acceptable.

In light of the above, we are of the view that the terms of the Framework Disposal Agreement, the Local SPA and the Relevant Agreements (which form part and parcel of the Disposal) are on normal commercial terms and are fair and reasonable so far as the Independent Shareholders are concerned.

**3. Possible financial effects of the Disposal**

As confirmed by the Directors, upon Completion, the Target Company will no longer be a subsidiary of the Company and the Group will cease to be interested in the Properties.

With reference to the Board Letter, the unaudited gain before profit tax from the Disposal is estimated to be approximately HK$5.88 billion, representing the difference between the Consideration of RMB18.00 billion (equivalent to approximately HK$21.59 billion) and the estimated costs, including the Construction Capital and other land and development costs of approximately HK$15.71 billion. Shareholders should note that the actual amount of the gain from the Disposal to be recognised in the consolidated financial statements of the Company depends on the amount of cost estimated in relation to the Disposal and therefore may be different from the amount mentioned above.

With reference to the Board Letter and based on the unaudited pro forma financial information of the Remaining Group as set out in the Appendix III to the Circular, (i) the Remaining Group's total assets as at 30 September 2015 would increase by approximately 16.64% from approximately HK$34,861.07 million to approximately HK$40,661.65 million, and the Remaining Group's total liabilities as at 30 September 2015 would increase by approximately 26.80% from approximately HK$18,303.53 million to approximately HK$23,208.78 million assuming the Disposal had been completed on 30 September 2015; and (ii) the Remaining Group's profit attributable to owners of the Company for the year ended 31 March 2015 would increase by approximately 184.53% from approximately HK$654.87 million to approximately HK$1,863.30 million, assuming the Disposal had been completed on 1 April 2014.

It should be noted that the aforementioned analyses are for illustrative purposes only and do not purport to represent how the financial position of the Remaining Group will be upon Completion.

**RECOMMENDATION**

Having taken into consideration the factors and reasons as stated above, we are of the opinion that (i) the terms of the Framework Disposal Agreement, the Local SPA and the Relevant Agreements are on normal commercial terms and are fair and reasonable so far as the Independent Shareholders are concerned; and (ii) the Disposal is in the interests of the Company and the Shareholders as a whole. Accordingly, we recommend the Independent Board Committee to advise the Independent Shareholders to vote in favour of the resolution(s) to be proposed at the GM to approve the Framework Disposal Agreement, the Local SPA and the Relevant Agreements and the transactions contemplated thereunder and we recommend the Independent Shareholders to vote in favour of the resolution(s) in this regard.

Yours faithfully,
For and on behalf of
**Gram Capital Limited**
**Graham Lam**
*Managing Director*

**REPORT ON REVIEW OF UNAUDITED FINANCIAL INFORMATION OF 高銀置地（天津）有限公司**

Deloitte.
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**REPORT ON REVIEW OF UNAUDITED FINANCIAL INFORMATION OF 高銀置地（天津）有限公司**

**To the Board of Directors of Goldin Properties Holdings Limited**

We have reviewed the unaudited financial information of 高銀置地（天津）有限公司 (the "Target Company") set out on pages 45 to 47, which comprises the unaudited statement of financial position as of 30 November 2015 and the unaudited statement of profit or loss and other comprehensive income and the unaudited statement of changes in equity for the period from 4 August 2015 (date of establishment) to 30 November 2015 and explanatory notes (the "Unaudited Financial Information"). The Unaudited Financial Information has been prepared solely for the purpose of inclusion in the circular to be issued by Goldin Properties Holdings Limited (the "Company") in connection with the very substantial disposal and connected transaction for the proposed disposal of the entire equity interests of the Target Company, by Goldin Properties (Tianjin) Co., Ltd., a wholly owned subsidiary of the Company, in accordance with Rule 14.68(2)(a)(i)(A) of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited.

**Directors' Responsibility for the Unaudited Financial Information**

The directors of the Company are responsible for the preparation and presentation of the Unaudited Financial Information of the Target Company in accordance with the basis of preparation set out in note 2 to the Unaudited Financial Information and Rule 14.68(2)(a)(i) of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited. The directors of the Company are also responsible for such internal control as management determines is necessary to enable the preparation of the Unaudited Financial Information that is free from material misstatement, whether due to fraud or error. The Unaudited Financial Information does not contain sufficient information to constitute a complete set of financial statements as defined in Hong Kong Accounting Standard 1 "Presentation of Financial Statements" or an interim financial report as defined in Hong Kong Accounting Standard 34 "Interim Financial Reporting" issued by the Hong Kong Institute of Certified Public Accountants (the "HKICPA").

**Practitioner's Responsibility**

Our responsibility is to express a conclusion on the Unaudited Financial Information based on our review, and to report our conclusion solely to you, as a body, in accordance with our agreed terms of engagement, and for no other purpose. We do not assume responsibility towards or accept liability to any other person for the contents of this report. We conducted our review in accordance with Hong Kong Standard on Review Engagements 2400 (Revised) "Engagements to Review Historical Financial Statements" ("HKSRE 2400 (Revised)") and with reference to Practice Note 750 "Review of Financial Information under the Hong Kong Listing Rules for a Very Substantial Disposal" issued by the HKICPA. HKSRE 2400 (Revised) requires us to conclude whether anything has come to our attention that causes us to believe that the Unaudited Financial Information, taken as a whole, is not prepared in all material respects in accordance with the applicable financial reporting framework. This Standard also requires us to comply with relevant ethical requirements.

A review of Unaudited Financial Information in accordance with HKSRE 2400 (Revised) is a limited assurance engagement. The practitioner performs procedures, primarily consisting of making inquiries of management and others within the entity, as appropriate, and applying analytical procedures, and evaluates the evidence obtained.

The procedures performed in a review are substantially less than those performed in an audit conducted in accordance with Hong Kong Standards on Auditing. Accordingly, we do not express an audit opinion on the Unaudited Financial Information.

**Conclusion**

Based on our review, nothing has come to our attention that causes us to believe that the Unaudited Financial Information of the Target Company for the period from 4 August 2015 (date of establishment) to 30 November 2015 is not prepared, in all material respects, in accordance with the basis of preparation set out in note 2 to the Unaudited Financial Information.

**Deloitte Touche Tohmatsu**
*Certified Public Accountants*
Hong Kong
13 May 2016

高銀置地(天津)有限公司

## UNAUDITED STATEMENT OF PROFIT OR LOSS AND OTHER COMPREHENSIVE INCOME

*FOR THE PERIOD FROM 4 AUGUST 2015 (DATE OF ESTABLISHMENT) TO 30 NOVEMBER 2015*

| | HK$ |
|---|---|
| Revenue | – |
| Administrative expenses | – |
| Profit and total comprehensive income for the period | – |

## UNAUDITED STATEMENT OF FINANCIAL POSITION

*AT 30 NOVEMBER 2015*

| | HK$ |
|---|---|
| Non-current asset | |
| Investment properties | – |
| Current liability | |
| Accrual | – |
| **Net assets** | – |
| Capital and reserve | |
| Capital contribution | – |
| Accumulated profits | – |
| | – |

## UNAUDITED STATEMENT OF CHANGES IN EQUITY

*FOR THE PERIOD FROM 4 AUGUST 2015 (DATE OF ESTABLISHMENT) TO 30 NOVEMBER 2015*

| | **Capital contribution** *HK$* | **Accumulated profits** *HK$* | **Total** *HK$* |
|---|---|---|---|
| At the date of establishment | – | – | – |
| Profit and total comprehensive income for the period | – | – | – |
| At 30 November 2015 | – | – | – |

## NOTES TO THE UNAUDITED FINANCIAL INFORMATION

*FOR THE PERIOD FROM 4 AUGUST 2015 (DATE OF ESTABLISHMENT) TO 30 NOVEMBER 2015*

### 1. GENERAL

高銀置地(天津)有限公司 (the "Target Company") is a private limited company established in the People's Republic of China (the "PRC"). Its immediate holding company is Goldin Properties (Tianjin) Co., Ltd. ("Goldin Tianjin"), a limited company established in the PRC. Its intermediate holding company is Goldin Properties Holdings Limited ("Goldin Properties Holdings"), a limited company incorporated in Hong Kong with its shares listed on The Stock Exchange of Hong Kong Limited. The ultimate holding company is Goldin Real Estate Financial Holdings Limited, a private limited company incorporated in the British Virgin Islands.

The Target Company was established for the business of property holding. It remained inactive during the period.

### 2. BASIS OF PREPARATION OF UNAUDITED FINANCIAL INFORMATION

The Unaudited Financial Information of the Target Company for the period from 4 August 2015 (the date of establishment) to 30 November 2015 has been prepared in accordance with paragraph 68(2)(a)(i) of Chapter 14 of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, and solely for the purpose of inclusion in the circular to be issued by the intermediate holding company in connection with the very substantial disposal and connected transaction for the proposed disposal of the entire equity interests of the Target Company, by the intermediate holding company (the "Proposed Disposal").

The amounts included in the Unaudited Financial Information of the Target Company have been recognised and measured in accordance with the relevant accounting policies of the intermediate holding company adopted in the preparation of the consolidated financial statements of the intermediate holding company and its subsidiaries for the relevant period, which conform with Hong Kong Financial Reporting Standards issued by the Hong Kong Institute of Certified Public Accountants (the "HKICPA").

The Unaudited Financial Information does not contain sufficient information to constitute a complete set of financial statements as defined in Hong Kong Accounting Standard ("HKAS") 1 "Presentation of Financial Statements" nor an interim report as defined in HKAS 34 "Interim Financial Reporting" issued by the HKICPA.

The Unaudited Financial Information has been prepared on a going concern basis because the intermediate holding company has agreed to provide adequate funds to enable the Target Company to meet in full its financial obligations as they fall due upon the completion of the Framework Disposal Agreement and the Local SPA (as defined below).

No unaudited statement of cash flows is presented as the Target Company does not have any cash transactions for the period.

### 3. DIRECRORS' EMOLUMENTS

No remuneration was paid or payable to any director of the Target Company during the period.

### 4. EVENTS AFTER THE REPORTING PERIOD

On 16 December 2015, Goldin Properties Holdings entered into the framework disposal agreement with Goldin Special Situations Limited ("Goldin Special Situations"), an associate of Mr. Pan Sutong ("Mr. Pan"), who is a connected person of the Goldin Properties Holdings, and 中國信達資產管理股份有限公司北京市分公司, a company established in the PRC with limited liability and an independent third party for the sale of shares of the Target Company from Goldin Tianjin to 深圳市銀基宏業投資管理有限公司 (Shenzhen Yinji Hongye Investment Management Company Limited) (the "Investment Company"), a company established in the PRC and to be jointly controlled by Goldin Special Situations Limited or its nominees and 中國信達資產管理股份有限公司北京市分公司 or any independent investors to be procured through a partnership fund, for a consideration of RMB18.00 billion (equivalent to approximately HK$21.59 billion) (the "Proposed Disposal") (the "Framework Disposal Agreement"). The Target Company will be the registered and beneficial owners of the properties (the "Properties"), which being part of the development constructed by Goldin Tianjin under the mega property development project of the Group in Tianjin, the PRC ("Goldin Metropolitan"), are located in the central business district

("CBD") of Goldin Metropolitan after the transfer of the Properties from Goldin Tianjin as contemplated under the terms of the Framework Disposal Agreement, the Local SPA (as defined below) and the transactions contemplated thereunder including the relevant agreements. The Properties which comprise primarily of Goldin Finance 117, a grade A office building, a mega high-end shopping mall and car parking spaces and other ancillary facilities, which are all under construction.

On 1 March 2016, Goldin Properties Holdings, Goldin Tianjin, the Investment Company, the Target Company and Goldin Special Situations have entered into a sale and purchase agreement (the "Local SPA") which sets out additional terms and conditions in relation to the Proposed Disposal and those additional terms and conditions mainly include details on the settlement of the consideration in respect of the Proposed Disposal. Save as these additional terms and conditions, all other major terms and conditions of the Local SPA are substantially the same as those stipulated under the Framework Disposal Agreement.

Upon the completion of the Proposed Disposal, the Target Company will cease to be a subsidiary of Goldin Properties Holdings.

## 1. FINANCIAL INFORMATION OF THE GROUP

Financial information of the Group for each of the three years ended 31 March 2013, 2014 and 2015 and for the six months ended 30 September 2015 were disclosed in the annual and the interim reports of the Company for the years ended 31 March 2013 (pages 55 to 170), 2014 (pages 62 to 190) and 2015 (pages 60 to 170) and for the six months ended 30 September 2015 (pages 23 to 38), respectively, which were published on the websites of the Stock Exchange (http://www.hkex.com.hk) and the Company (http://www.goldinppt.com).

## 2. INDEBTEDNESS

At the close of business on 31 March 2016, being the latest practicable date for the purpose of this indebtedness statement prior to the printing of this circular, the Group had the following indebtedness:

### (a) Loan from a related company

As at 31 March 2016, the outstanding loan from a related company and respective interest payable of the Group was in aggregate of approximately USD1,105 million (equivalent to HK$8,571 million). The loan from a related company is unsecured and unguaranteed.

### (b) Bank borrowing

As at 31 March 2016, the bank borrowing of the Group was approximately RMB146 million (equivalent to HK$175 million). The amount is unsecured and guaranteed by Goldin Properties (Tianjin) Co., Ltd., a wholly-owned subsidiary of the Company.

### (c) Amounts due to related companies

As at 31 March 2016, amounts due to related companies of the Group were approximately RMB7 million (equivalent to HK$9 million) and HK$1 million. The amounts are unsecured and unguaranteed.

### (d) Finance leases

As at 31 March 2016, the Group had outstanding obligations under finance leases of approximately HK$163,000, which were secured by the Group's property, plant and equipment with no carrying amount as at 31 March 2016.

Save as aforesaid or as otherwise disclosed herein, and apart from the intra-group liabilities, the Group did not have any loan capital issued and outstanding or agreed to be issued, bank overdrafts, loans or other similar indebtedness, liabilities under acceptances or acceptance credits, debentures, mortgages, charges, hire purchase commitments, guarantees or other material contingent liabilities outstanding as at the close of business on 31 March 2016.

## 3. WORKING CAPITAL

The Directors, after due and careful consideration and enquiry, are of the opinion that, after taking into account of the effect of the Disposal, the present financial resources available to the Remaining Group, including its funds internally generated from its business operation and the available financial facilities, the Remaining Group will have sufficient working capital for its business operations for at least the next twelve months from the date of this circular in the absence of unforeseen circumstances.

## 4. MATERIAL ADVERSE CHANGE

As at the Latest Practicable Date, the Directors were not aware of any material adverse change in the financial or trading position of the Group since 31 March 2015, being the date to which the latest published audited consolidated financial statements of the Group were made up.

## 5. MANAGEMENT DISCUSSION AND ANALYSIS OF THE REMAINING GROUP (ON THE BASIS THE DISPOSAL HAS BEEN COMPLETED)

The management discussion and analysis of the Remaining Group for each of the three years ended 31 March 2015, 31 March 2014, and 31 March 2013 and the six months ended 30 September 2015 is set out below, in which the Target Company will cease to be a subsidiary of the Company, and the Company will no longer have any ownership interest in the Target Company. The financial data in respect of the Remaining Group, for the purpose of this circular, is derived from the audited consolidated financial statements of the Company for each of the three years ended 31 March 2015, 31 March 2014, and 31 March 2013, and the unaudited condensed consolidated financial statements of the Company for the six months ended 30 September 2015.

### Result

The Remaining Group reported revenue of approximately HK$57 million and HK$569 million, HK$2,793 million and HK$129 million for the six months ended 30 September 2015 and each of the three years ended 31 March 2015, 31 March 2014, and 31 March 2013, respectively, which was mainly attributed by the sales of residential properties in Phase 1 of Fortune Heights and the operation of Tianjin Goldin Metropolitan Polo Club and Tianjin Goldin Metropolitan Polo Club Hotel. The property sales accounted for approximately 47%, 83%, 96% and Nil of the total revenue for the six months ended 30 September 2015 and each of the three years ended 31 March 2015, 31 March 2014, and 31 March 2013, respectively.

The Remaining Group reported net profit of approximately HK$1,279 million, HK$1,863 million, HK$2,311 million and HK$1,773 million for the six months ended 30 September 2015 and each of the three years ended 31 March 2015, 31 March 2014, and 31 March 2013, respectively, which was mainly attributed by the gain on the Disposal at approximately HK$2,777 million, HK$3,138 million, HK$3,466 million and HK$3,979 million, respectively.

For property development, segment revenue for the six months ended 30 September 2015 and each of the three years ended 31 March 2015, 31 March 2014 and 31 March 2013 amounted to approximately HK$28 million, HK$477 million, HK$2,684 million and HK$4 million, respectively. For property investment, no segment revenue was recorded for the six months ended 30 September 2015 and each of the three years ended 31 March 2015, 31 March 2014 and 31 March 2013. For hotel and polo club operation, segment revenue for the six months ended 30 September 2015 and each of the three years ended 31 March 2015, 31 March 2014 and 31 March 2013 amounted to approximately HK$29 million, HK$110 million, HK$128 million and HK$125 million, respectively.

**Business review**

The Remaining Group will continue to focus its business on property development and investment, operation of hotel and polo club. The Phase 1 of residential property development of Fortune Heights has been launched for sale since June 2013 whilst other construction works of Goldin Metropolitan, including the CBD and Phase 2 of residential property development, are well underway. The Group is adopting a moderate approach in releasing the residential units, with the anticipation of the completion and maturity of the whole Goldin Metropolitan project in the near future.

The Chinese government has adopted a range of stimulus policies, including the relaxation of the home-purchase restriction, loosening mortgage restrictions, lowering the reserve-requirement ratio and cutting benchmark interest rates since 2014, to revive the flagging property market. Meanwhile, the introduction of the coordinated development of the Beijing-Tianjin-Hebei program is also likely to stimulate the economic development in Tianjin and more office leasing and housing sales.

**Liquidity, debts and capital structure**

As at 30 September 2015, 31 March 2015, 31 March 2014 and 31 March 2013, net current assets of the Remaining Group were approximately HK$11,760 million, HK$10,952 million, HK$11,219 million and HK$9,154 million, respectively. The current ratio was 1.83, 1.72, 1.74 and 1.56 as at 30 September 2015, 31 March 2015, 31 March 2014 and 31 March 2013, respectively. The bank balances and cash were HK$13,566 million, HK$13,897 million, HK$15,323 million and HK$15,229 million as at 30 September 2015, 31 March 2015, 31 March 2014 and 31 March 2013, respectively, which accounted for approximately 33%, 33%, 40% and 42% of the total assets.

The Remaining Group maintained its gearing ratio (total debt to total assets) at a healthy level of 20.1%, 18.5%, 13.8% and 8.0% as at 30 September 2015, 31 March 2015, 31 March 2014 and 31 March 2013, respectively. On the other hand, as at 30 September 2015, 31 March 2015, 31 March 2014 and 31 March 2013, the ratio of total liabilities (including total trade and construction cost payables, bank borrowing, obligations under finance leases, convertible bonds and loan from a related company/a shareholder) to total equity was 119.4%, 120.3%, 107.2% and 108.8%, respectively, which would be 73.8%, 78.6%, 78.3% and 93.6%, respectively as if it is after the settlement of loan from a related company/a shareholder made by the sales proceed from the Disposal.

As at 30 September 2015, 31 March 2015, 31 March 2014 and 31 March 2013, the Remaining Group had an unsecured bank loan of approximately RMB168,750,000 (equivalent to HK$206,078,000), RMB191,250,000 (equivalent to HK$239,082,000), RMB236,250,000 (equivalent to HK$295,076,000) and RMB270,000,000 (equivalent to HK$337,662,000), respectively, which carried interest at market rate of 5.92%, 6.79%, 7.53% and 7.82% per annum at the respective reporting end date and was repayable in instalments over a period of 7 years to 2019. The proceed was used to finance the daily operation of hotel and polo club.

As at 30 September 2015 and 31 March 2015, loan advanced from the First Party was approximately HK$7,963,244,000 and HK$7,473,247,000, respectively, which carried interest at rate of 8% per annum and was repayable on or before 31 December 2016. As at 31 March 2014, loan advanced from the First Party was approximately HK$5,019,123,000. During the year ended 31 March 2014, a shareholder's loan of US$426,038,000 (equivalent to HK$3,303,500,000), together with principal sum advanced to the Remaining Group from Goldin Group (Investment) Limited, which is wholly and beneficially owned by Mr. Pan, and the respective interest payable was assigned, and the Remaining Group's and the Company's rights, benefits and obligations contemplated under the original loan agreement and supplemental loan agreements with Goldin Group (Investment) Limited were transferred to the First Party, in which Mr. Pan has a beneficial interest and has full control. During the year ended 31 March 2014, the loan advanced from the First Party carried interest at rate of 8% per annum and its expiry date was extended to 26 August 2015. As at 31 March 2013, the Remaining Group obtained loan advanced from Goldin Group (Investment) Limited of approximately HK$2,568,966,000, which carried interest at rate of 8% per annum and was repayable on or before 26 August 2014.

During the year ended 31 March 2014, a principal amount of HK$226,736,000 in outstanding convertible bonds due 2014 was redeemed by the Company at 100% on the maturity date (i.e. 21 January 2014) at approximately HK$226,736,000. None of the convertible bonds of the Remaining Group was outstanding as at 31 March 2014. As at 31 March 2013, the outstanding convertible bonds due 2014 of the Company amounted to approximately HK$226,153,000. During the year ended 31 March 2013, a principal amount of HK$7,480,000 in outstanding convertible bonds due 2012 was converted into 2,137,199 ordinary shares and a principal amount of approximately HK$50,503,000 in outstanding convertible bonds due 2012 was redeemed by the Company at 115% on the maturity date (i.e. 28 August 2012).

The Remaining Group manages its capital to ensure that entities in the Remaining Group will be able to continue as a going concern while maximising the return to Shareholders through the optimisation of the debt and equity balance. The Remaining Group's overall strategy remains unchanged from the previous corresponding period. The capital structure of the Remaining Group consists of total equity, comprising issued share capital, reserves and retained profits. The Directors review the capital structure periodically by preparing the annual budget that takes into account the provision of funding. Based on the proposed annual budget, the Directors consider the cost of capital and the risks associated with each class of capital. Based on recommendations of the management of the Remaining Group, the Remaining Group will balance its overall capital structure through the payment of dividends, new share issues as well as the issue of new debts or the redemption of existing debt, if necessary.

**Foreign exchange risk**

The Remaining Group's transactions and assets are primarily denominated in Renminbi. The Remaining Group does not expect any material adverse effects of the exchange rate fluctuation. Nevertheless, the Remaining Group continues to monitor closely its exposure to the exchange rate risk, and is prepared to manage this risk, if necessary. The Remaining Group continued to exercise strict control and did not engage in any speculative trading in debt securities or financial derivatives during the six months ended 30 September 2015 and the three years ended 31 March 2015.

**Contingent liabilities**

For the six months ended 30 September 2015 and the three years ended 31 March 2015 , the Remaining Group did not have any material contingent liabilities outstanding.

**Commitments**

As at 30 September 2015, 31 March 2015, 31 March 2014 and 31 March 2013, the Remaining Group had commitments of approximately HK$12,230,530,000, HK$14,206,041,000, HK$11,888,696,000 and HK$13,913,161,000, respectively, of which were to be incurred mainly in properties for sale under construction in the amount of HK$5,131,914,000, HK$5,243,773,000, HK$4,435,282,000 and HK$5,212,613,000, respectively together with investment properties under construction in the amount of HK$7,084,091,000, HK$8,948,169,000, HK$7,428,954,000 and HK$8,697,992,000, respectively.

**Employment and remuneration policy**

As at 30 September 2015, 31 March 2015, 31 March 2014 and 31 March 2013, the Remaining Group had 943, 999, 1,059 and 1,185 employees, respectively. Staff costs for the six months ended 30 September 2015 and each of the three years ended 31 March 2015, 31 March 2014 and 31 March 2013 (including Directors' emoluments) amounted to approximately HK$150,637,000, HK$346,297,000, HK$301,142,000 and HK$313,486,000, respectively. Subject to the performance of the employees, the Remaining Group may provide discretionary bonuses and/or grant share options to the employees as an incentive for their continued contribution. In addition to taking reference from the industry average in setting the remuneration, other benchmarks which are being considered include the prevailing market conditions within the general framework of the Remaining Group's remuneration system.

## 6. FINANCIAL AND TRADING PROSPECTS OF THE REMAINING GROUP

The Group is a leading high-end property developer, focusing on the development and investment of integrated properties, with a signature mega-integrated property development flagship project, namely Goldin Metropolitan, which is strategically located in Tianjin Binhai Hi-tech Industrial Development Area, being the first national high-tech industrial development zone approved by the State Council of the PRC and an integral part of Binhai New Area in Tianjin. The core element of Goldin Metropolitan is an international central business district which comprises an iconic skyscraper Goldin Finance 117, a luxury residential properties called Fortune Heights and Tianjin Goldin Metropolitan Polo Club complemented by Tianjin Goldin Metropolitan Polo Club Hotel. Goldin Finance 117 has successfully topped off on 8 September 2015 and is expected to open for business in 2017.

Upon Completion, the Remaining Group will continue to carry out its business of property development and investment, and will continue the development and construction of other buildings and facilities within the Goldin Metropolitan project, and will sell and/or lease the properties when appropriate. In addition to the business of the sales and/or lease of properties of the Remaining Group, the Remaining Group will also continue to carry on its hotel and polo club operation through its Tianjin Goldin Metropolitan Polo Club complemented by Tianjin Goldin Metropolitan Polo Club Hotel.

The property market in the PRC is gradually recovering, as evidenced by an array of supportive government policies, such as cancellation of home purchase restrictions in major cities, loosening of mortgage restrictions, lowering of the threshold for foreign capital to invest in the PRC's property market and relaxation of down payment for first-time home buyers. The Directors are of the view that such government policies, coupled with urbanization and rising household income, would support the development of the property market in the PRC and therefore consider the prospect of the property market in the PRC to be optimistic. The Group will cautiously seek investment opportunities on the development of properties in order to enhance Shareholders' value. Furthermore, the Group will monitor closely the prevailing economic situation and adjust its strategies as and when appropriate. The Company will apply the net proceeds from the Disposal for the Group's business development and operations and outstanding loans due from the Group and for general working capital as well as special dividend distribution, if any. The Directors are of the opinion that the proceeds from the Disposal would strengthen the financial position of the Group by liquidating part of its interest in Goldin Metropolitan and fund future potential investments when opportunities arise. It is the Group's aspiration to become a world-class metropolitan property developer with its niche in high-end integrated property projects, the Group will continue to seek potential investment opportunities and identify suitable parcels of land for future development so as to deliver satisfactory returns to the Shareholders.

## A. BASIS OF PREPARATION OF THE PRO FORMA FINANCIAL INFORMATION OF THE REMAINING GROUP

The following is a summary of the illustrative pro forma consolidated statement of financial position, pro forma consolidated statement of profit or loss and other comprehensive income and pro forma consolidated statement of cash flows of the Remaining Group (collectively referred to as the "**Pro Forma Financial Information**"), which have been prepared to illustrate the effects of the disposal of the entire equity interest of the Target Company by Goldin Tianjin, a wholly owned subsidiary of the Company and other related transactions as contemplated under the terms of the Framework Disposal Agreement and the Local SPA (the "**Disposal**").

The Pro Forma Financial Information of the Remaining Group has been prepared by the Directors in accordance with Paragraph 4.29 of the Listing Rules for illustrative purposes only, based on their judgments, estimations and assumptions, and because of its hypothetical nature, it may not give a true picture of the financial position of the Remaining Group upon the completion of the Disposal as at 30 September 2015 or at any future dates, or the results and cash flows of the Remaining Group upon the completion of the Disposal for the year ended 31 March 2015 or for any future periods.

### Pro forma consolidated statement of financial position of the Remaining Group

The pro forma consolidated statement of financial position of the Remaining Group has been prepared based on the unaudited condensed consolidated statement of financial position of the Group as at 30 September 2015, which has been extracted from the published interim report of the Company for the six months ended 30 September 2015, with the pro forma adjustments relating to the Disposal, which include, amongst others, the exclusion of the assets and liabilities attributable to the Target Company as explained in the notes below and other adjustments directly attributable to the transactions and factually supportable.

### Pro forma consolidated statement of profit or loss and other comprehensive income and pro forma consolidated statement of cash flows of the Remaining Group

The pro forma consolidated statement of profit or loss and other comprehensive income and pro forma consolidated statement of cash flows of the Remaining Group have been prepared based on the audited consolidated statement of profit or loss and other comprehensive income and audited consolidated statement of cash flows of the Group for the year ended 31 March 2015, which have been extracted from the annual report of the Company for the year then ended, with the pro forma adjustments relating to the Disposal, which include, amongst others, the exclusion of the results and the exclusion of cash flows attributable to the Target Company as explained in the notes below and other adjustments directly attributable to the transactions and factually supportable.

The Pro Forma Financial Information should be read in conjunction with the historical financial information of the Group as set out in the published interim report of the Company for the six months ended 30 September 2015 and the published annual report of the Company for the year ended 31 March 2015 and other financial information included elsewhere in this circular.

**PRO FORMA CONSOLIDATED STATEMENT OF FINANCIAL POSITION**
*As at 30 September 2015*

The Disposal had been assumed to be completed on 30 September 2015 for the purposes of the pro forma consolidated statement of financial position.

| | The Group as at 30 September 2015 | Pro forma adjustments | | The Remaining Group as at 30 September 2015 upon the completion of the Disposal |
|---|---|---|---|---|
| | *HK$'000* | *HK$'000* | *HK$'000* | *HK$'000* |
| | *Note 1* | *Note 2* | *Note 3* | |
| **Non-current assets** | | | | |
| Property, plant and equipment | 2,364,510 | – | – | 2,364,510 |
| Ponies | 34,657 | – | – | 34,657 |
| Investment properties | 22,350,401 | (13,541,664) | – | 8,808,737 |
| Prepaid lease payments | 230,325 | – | – | 230,325 |
| Intangible assets | 90 | – | – | 90 |
| Long term receivables | – | – | 3,338,874 | 3,338,874 |
| Deposits paid for acquisition of property, plant and equipment and ponies | 17,649 | – | – | 17,649 |
| | 24,997,632 | (13,541,664) | 3,338,874 | 14,794,842 |
| **Current assets** | | | | |
| Inventories | 60,286 | – | – | 60,286 |
| Properties for sale | 9,604,736 | – | – | 9,604,736 |
| Prepaid lease payments | 6,246 | – | – | 6,246 |
| Trade and other receivables, prepayments and deposits | 185,424 | – | – | 185,424 |
| Amount due from a related company | 1,514 | – | – | 1,514 |
| Restricted bank balances | – | – | 2,442,400 | 2,442,400 |
| Cash and cash equivalents | 5,228 | – | 13,560,969 | 13,566,197 |
| | 9,863,434 | – | 16,003,369 | 25,866,803 |
| **Current liabilities** | | | | |
| Trade payables and payables and provision for construction costs | 6,953,922 | – | 5,723,690 | 12,677,612 |
| Other payables and accruals | 841,872 | – | – | 841,872 |
| Amounts due to related companies | 76,046 | – | – | 76,046 |
| Tax payable | 456,246 | – | – | 456,246 |

**PRO FORMA CONSOLIDATED STATEMENT OF FINANCIAL POSITION (continued)**

*As at 30 September 2015*

| | The Group as at 30 September 2015 | Pro forma adjustments | | The Remaining Group as at 30 September 2015 upon the completion of the Disposal |
|---|---|---|---|---|
| | *HK$'000* | *HK$'000* | *HK$'000* | *HK$'000* |
| | *Note 1* | *Note 2* | *Note 3* | |
| Bank borrowing | 54,954 | – | – | 54,954 |
| Obligations under finance leases – amount due within one year | 91 | – | – | 91 |
| | 8,383,131 | – | 5,723,690 | 14,106,821 |
| **Net current assets** | 1,480,303 | – | 10,279,679 | 11,759,982 |
| **Total assets less current liabilities** | 26,477,935 | (13,541,664) | 13,618,553 | 26,554,824 |
| **Non-current liabilities** | | | | |
| Bank borrowing | 151,124 | – | – | 151,124 |
| Obligations under finance leases – amount due after one year | 116 | – | – | 116 |
| Loan from a related company | 7,963,244 | – | – | 7,963,244 |
| Deferred tax liabilities | 1,805,918 | – | (818,446) | 987,472 |
| | 9,920,402 | – | (818,446) | 9,101,956 |
| | 16,557,533 | (13,541,664) | 14,436,999 | 17,452,868 |
| **Capital and reserves** | | | | |
| Share capital | 10,929,999 | – | – | 10,929,999 |
| Reserves | 5,627,534 | – | 895,335 | 6,522,869 |
| **Total equity** | 16,557,533 | – | 895,335 | 17,452,868 |

**PRO FORMA CONSOLIDATED STATEMENT OF PROFIT OR LOSS AND OTHER COMPREHENSIVE INCOME**
*For the year ended 31 March 2015*

The Disposal had been assumed to be completed on 1 April 2014 for the purposes of the pro forma consolidated statement of profit or loss and other comprehensive income.

| | The Group for the year ended 31 March 2015 | Pro forma adjustments | | The Remaining Group for the year ended 31 March 2015 upon the completion of the Disposal |
|---|---|---|---|---|
| | HK$'000 | HK$'000 | HK$'000 | HK$'000 |
| | Note 4 | Note 5 | Note 6 | |
| Revenue | 569,350 | – | – | 569,350 |
| Cost of sales | (178,556) | – | – | (178,556) |
| Gross profit | 390,794 | – | – | 390,794 |
| Other income | 629 | – | – | 629 |
| Gain on Disposal | – | – | 3,138,417 | 3,138,417 |
| Marketing costs | (76,487) | – | – | (76,487) |
| Hotel and polo club other operating expenses | (252,684) | – | – | (252,684) |
| Administrative expenses | (291,602) | – | – | (291,602) |
| Foreign exchange losses, net | (12,361) | – | – | (12,361) |
| Finance costs | (20,962) | – | – | (20,962) |
| Increase in fair value of investment properties | 679,155 | (330,871) | – | 348,284 |
| Fair value gain upon transfer to investment properties | 640,294 | – | – | 640,294 |
| Profit before tax | 1,056,776 | (330,871) | 3,138,417 | 3,864,322 |
| Income tax expense | (401,910) | 82,718 | (1,681,833) | (2,001,025) |
| Profit for the year attributable to owners of the Company | 654,866 | (248,153) | 1,456,584 | 1,863,297 |
| **Other comprehensive income** | | | | |
| *Item that may be reclassified subsequently to profit or loss:* | | | | |
| Exchange difference arising on translation | 16,718 | – | – | 16,718 |
| Other comprehensive income for the year | 16,718 | – | – | 16,718 |
| Total comprehensive income for the year attributable to owners of the Company | 671,584 | (248,153) | 1,456,584 | 1,880,015 |

**PRO FORMA CONSOLIDATED STATEMENT OF CASH FLOWS**

*For the year ended 31 March 2015*

The Disposal had been assumed to be completed on 1 April 2014 for the purposes of the pro forma consolidated statement of cash flows.

| | The Group for the year ended 31 March 2015 | Pro forma adjustments | | The Remaining Group for the year ended 31 March 2015 upon the completion of the Disposal |
|---|---|---|---|---|
| | *HK$'000* | *HK$'000* | *HK$'000* | *HK$'000* |
| | *Note 4* | *Note 5* | *Notes 6, 7* | |
| Operating activities | | | | |
| Profit before tax | 1,056,776 | (330,871) | 3,138,417 | 3,864,322 |
| Adjustments for: | | | | |
| Gain on Disposal | – | – | (3,138,417) | (3,138,417) |
| Increase in fair value of investment properties | (679,155) | 330,871 | – | (348,284) |
| Fair value gain upon transfer to investment properties | (640,294) | – | – | (640,294) |
| Depreciation of property, plant and equipment | 104,871 | – | – | 104,871 |
| Depreciation of ponies | 9,253 | – | – | 9,253 |
| Finance costs | 20,962 | – | – | 20,962 |
| Interest income on bank deposits | (443) | – | – | (443) |
| Loss on disposal of property, plant and equipment | 281 | – | – | 281 |
| Ponies written off | 883 | – | – | 883 |
| Amortisation of prepaid lease payments | 6,394 | – | – | 6,394 |
| Share-based payments expenses | 52,175 | – | – | 52,175 |
| Unrealised exchange difference | 54 | – | – | 54 |

**PRO FORMA CONSOLIDATED STATEMENT OF CASH FLOWS (continued)**
*For the year ended 31 March 2015*

| | The Group for the year ended 31 March 2015 | Pro forma adjustments | | The Remaining Group for the year ended 31 March 2015 upon the completion of the Disposal |
|---|---|---|---|---|
| | *HK$'000* | *HK$'000* | *HK$'000* | *HK$'000* |
| | *Note 4* | *Note 5* | *Notes 6, 7* | |
| Operating cash flows before movements in working capital | (68,243) | – | – | (68,243) |
| Decrease in inventories | 7,714 | – | – | 7,714 |
| Increase in properties for sale | (1,653,212) | – | – | (1,653,212) |
| Increase in trade and other receivables, prepayments and deposits | (97,759) | – | – | (97,759) |
| Increase in amount due from a related company | (1,716) | – | – | (1,716) |
| Decrease in trade and other payables | (390,891) | – | – | (390,891) |
| Increase in amounts due to related companies | 425 | – | – | 425 |
| Cash used in operation | (2,203,682) | – | – | (2,203,682) |
| Tax paid | (5,820) | – | (2,339,627) | (2,345,447) |
| Net cash used in operating activities | (2,209,502) | – | (2,339,627) | (4,549,129) |
| Investing activities | | | | |
| Acquisition of property, plant and equipment | (75,434) | – | – | (75,434) |
| Acquisition of ponies | (11,814) | – | – | (11,814) |
| Deposits paid for acquisition of property, plant and equipment and ponies | (12,362) | – | – | (12,362) |
| Construction costs paid | (1,076,794) | – | – | (1,076,794) |
| Net proceeds from Disposal | – | – | 18,721,719 | 18,721,719 |
| Placement of restricted bank balances | – | – | (2,500,200) | (2,500,200) |
| Interest received on bank deposits | 443 | – | – | 443 |
| Net cash (used in) from investing activities | (1,175,961) | – | 16,221,519 | 15,045,558 |

**PRO FORMA CONSOLIDATED STATEMENT OF CASH FLOWS (continued)**
*For the year ended 31 March 2015*

| | The Group for the year ended 31 March 2015 | Pro forma adjustments | | The Remaining Group for the year ended 31 March 2015 upon the completion of the Disposal |
|---|---|---|---|---|
| | *HK$'000* | *HK$'000* | *HK$'000* | *HK$'000* |
| | *Note 4* | *Note 5* | *Notes 6, 7* | |
| Financing activities | | | | |
| Interest and finance charges paid | (20,962) | – | – | (20,962) |
| Repayments of obligations under finance leases | (80) | – | – | (80) |
| Repayment of bank loans | (56,255) | – | – | (56,255) |
| Proceeds from issue of shares upon exercise of share options | 1,121 | – | – | 1,121 |
| Loan advanced from a related company | 4,608,227 | – | – | 4,608,227 |
| Repayment of loan advanced from a related company | (2,583,409) | – | – | (2,583,409) |
| Net cash from financing activities | 1,948,642 | – | – | 1,948,642 |
| Net (decrease) increase in cash and cash equivalents | (1,436,821) | – | 13,881,892 | 12,445,071 |
| Cash and cash equivalents at the beginning of the year | 1,453,579 | – | – | 1,453,579 |
| Effect of foreign exchange rate changes | (1,440) | – | – | (1,440) |
| Cash and cash equivalents at the end of the year | 15,318 | – | 13,881,892 | 13,897,210 |

## NOTES TO UNAUDITED PRO FORMA FINANCIAL INFORMATION OF THE REMAINING GROUP

(1) Amounts are extracted from the published unaudited condensed consolidated financial statements of the Group for the six months ended 30 September 2015.

(2) The adjustment represents the exclusion of the net assets of the Target Company as if the Disposal had been taken place on 30 September 2015. The net assets of the Target Company as at 30 September 2015 have been extracted from the unaudited statement of financial position of the Target Company as at 30 September 2015 with the adjustment as below:

| | Target Company as at 30 September 2015 | Adjustment | Adjusted Target Company as at 30 September 2015 |
|---|---|---|---|
| | *HK$'000* | *HK$'000* | *HK$'000* |
| | *Note a* | *Note b* | |
| **Non-current assets** | | | |
| Investment properties | – | 13,541,664 | 13,541,664 |
| | – | 13,541,664 | 13,541,664 |
| **Total assets and net assets** | – | 13,541,664 | 13,541,664 |

*Notes:*

(a) The amounts are extracted from the unaudited statement of financial position of the Target Company as at 30 September 2015.

(b) The adjustment represents the carrying amount of the Properties included in the condensed consolidated statement of financial position of the Group as at 30 September 2015. The Properties will be transferred to the Target Company from the Group before the completion of the Disposal pursuant to the Local SPA dated 1 March 2016.

(3) The adjustment represents the pro forma gain on the Disposal together with the related tax impact as if the Disposal was completed and the Group's control over the Target Company was lost on 30 September 2015 calculated as follows:

| | *HK$'000* |
|---|---|
| Fair value of the Consideration *(Note a)* | 21,656,874 |
| Estimated costs directly attributable to the Disposal *(Note b)* | (29,092) |
| | 21,627,782 |
| Amount of net assets of the Target Company *(Note c)* | (13,541,664) |
| Estimated construction costs to be incurred and utilisation of prepayments up to the Completion of Construction *(Note d)* | (5,723,690) |
| Pro forma gain on the Disposal | 2,362,428 |
| Estimated tax impact on the Disposal *(Note e)* | (1,467,093) |
| Pro forma adjustment on the profit for the year attributable to owners of the Company | 895,335 |

*Notes:*

(a) The amount represents the net amount of Consideration at RMB18.00 billion (equivalent to HK$21.98 billion) less the initial fair value adjustment on part of the Consideration of RMB3.00 billion (equivalent to HK$3.66 billion) which is expected to be received after over 1 year from the Completion as below:

| | *HK$'000* |
|---|---|
| Consideration | 21,981,600 |
| Initial fair value adjustment on the last instalment of the Consideration to be received after over 1 year | (324,726) |
| Fair value of the Consideration | 21,656,874 |

(b) The estimated direct costs to be incurred in connection with the Disposal are assumed to be approximately HK$29,092,000, which are subject to finalisation upon the Completion.

(c) The amount represents the carrying amount of the Properties to be held by the Target Company as at 30 September 2015, which represents the Properties to be transferred to the Target Company from the Group before the Completion.

(d) As at 30 September 2015, there were prepayments of approximately HK$2,420,651,000 to the main constructor in relation to the Properties which have been offset against the construction cost payables in respect of all contracted projects due to that main constructor. Given such prepayments will be designated to offset against all subsequent construction costs to be incurred for the Properties only, a reversing adjustment for such prepayments has been made for the purpose of this pro forma consolidated statement of financial position. Accordingly, the estimated construction costs to be incurred and utilisation of prepayments up to the Completion of Construction in connection with the Disposal are assumed to be approximately HK$3,303,039,000 and HK$2,420,651,000, respectively. The estimated construction costs are subject to change during the course of development of the Properties until the Completion of Construction.

(e) The amount represents the tax impact on the Disposal as below:

| | *HK$'000* |
|---|---|
| Estimated income tax expense directly attributable to the Disposal *(Note (i))* | 2,285,539 |
| Write back of deferred tax liability recognised as at 30 September 2015 *(Note (ii))* | (818,446) |
| | 1,467,093 |

(i) The estimated PRC Enterprise Income Tax and PRC Land Appreciation Tax to be incurred in connection with the Disposal are assumed to be approximately HK$2,285,539,000, which are subject to finalisation upon the Completion of Construction.

(ii) The amount represents write back of deferred tax liability recongised by the Group as at 30 September 2015 in relation to the Properties which will be transferred to the Target Company from the Group before the Completion.

(f) Given Mr. Pan, the controlling Shareholder of the Company, does not have control over the Investment Company (the entity which will have control over the Target Company upon the Completion) and the Consideration is determined with reference to the fair value of the Properties, the entire gain on the Disposal will be recognised in the profit or loss at Completion.

(4) Amounts are extracted from the published audited consolidated financial statements of the Group for the year ended 31 March 2015.

(5) The adjustment represents the exclusion of the fair value changes and the relevant deferred tax impact attributable to the Properties for the year ended 31 March 2015, as if the Disposal had been taken place on 1 April 2014.

(6) The adjustment represents the pro forma gain on the Disposal together with the related tax impact as if the Disposal was completed and the Group's control over the Target Company was lost on 1 April 2014 calculated as follows:

| | *HK$'000* |
|---|---|
| Fair value of the Consideration *(Note a)* | 22,169,388 |
| Estimated costs directly attributable to the Disposal *(Note b)* | (29,781) |
| | 22,139,607 |
| Amount of net assets of the Target Company *(Note c)* | (9,258,218) |
| Estimated construction costs to be incurred up to the Completion of Construction *(Note d)* | (9,742,972) |
| Pro forma gain on the Disposal | 3,138,417 |
| Estimated tax impact on the Disposal *(Note e)* | (1,681,833) |
| Pro forma adjustment on the profit for the year attributable to owners of the Company | 1,456,584 |

*Notes:*

(a) The amount represents the net amount of Consideration at RMB18.00 billion (equivalent to HK$22.50 billion) less the initial fair value adjustment on part of the Consideration of RMB3.00 billion (equivalent to HK$3.75 billion) which is expected to be received after over 1 year from the Completion as below:

| | *HK$'000* |
|---|---|
| Consideration | 22,501,800 |
| Initial fair value adjustment on the last instalment of the Consideration to be received after over 1 year | (332,412) |
| Fair value of the Consideration | 22,169,388 |

(b) The estimated direct costs to be incurred in connection with the Disposal are assumed to be approximately HK$29,781,000, which are subject to finalisation upon the Completion.

(c) The amount represents the carrying amount of the Properties to be held by the Target Company as at 1 April 2014, which represents the Properties to be transferred to the Target Company from the Group before the Completion.

(d) The estimated construction costs to be incurred up to the Completion of Construction in connection with the Disposal are assumed to be approximately HK$9,742,972,000, which are subject to change during the course of development of the Properties until the Completion of Construction.

(e) The amount represents the tax impact on the Disposal as below:

| | *HK$'000* |
|---|---|
| Estimated income tax expense directly attributable to the Disposal *(Note (i))* | 2,339,627 |
| Write back of deferred tax liability recognised as at 1 April 2014 *(Note (ii))* | (657,794) |
| | 1,681,833 |

(i) The estimated PRC Enterprise Income Tax and PRC Land Appreciation Tax to be incurred in connection with the Disposal are assumed to be approximately HK$2,339,627,000, which are subject to finalisation upon the Completion of Construction.

(ii) The amount represents write back of deferred tax liability recongised by the Group as at 1 April 2014 in relation to the Properties which will be transferred to the Target Company from the Group before the Completion.

(f) Given Mr. Pan, the controlling Shareholder of the Company, does not have control over the Investment Company (the entity which will have control over the Target Company upon the Completion) and the Consideration is determined with reference to the fair value of the Properties, the entire gain on the Disposal will be recognised in the profit or loss at Completion.

(7) The adjustment represents the net proceeds from the Disposal as if the Disposal was completed and the Group's control over the Target Company was lost on 1 April 2014 calculated as follows:

| | *HK$'000* |
|---|---|
| Consideration *(Note a)* | 22,501,800 |
| Last instalment of the Consideration *(Note c)* | (3,750,300) |
| Estimated costs directly attributable to the Disposal *(Note d)* | (29,781) |
| Net proceeds from the Disposal at Completion | 18,721,719 |
| Less: Placement of restricted bank balances for Construction Capital *(Note b)* | (2,500,200) |
| Estimated income tax expenses directly attributable to the Disposal *(Note e)* | (2,339,627) |
| | 13,881,892 |

*Notes:*

(a) Pursuant to the Local SPA dated 1 March 2016, the Consideration is RMB18.00 billion (equivalent to HK$22.50 billion).

(b) Pursuant to the Local SPA dated 1 March 2016, an amount of RMB2.00 billion (equivalent to HK$2.50 billion) from the Consideration will be earmarked as the Construction Capital for the construction of the Properties which will be released by bank (as an escrow agent) by stages depending on the progress of the construction of the Properties in accordance with the terms under the escrow agreement.

(c) Pursuant to the Local SPA dated 1 March 2016, the remaining balance of the Consideration of RMB3.00 billion (equivalent to HK$3.75 billion) shall be payable by the First Party after over 1 year through the Investment Company within 60 days after the obtaining of Project Completion and Acceptance Form (工程竣工驗收備案表) of the Properties issued by the PRC government.

(d) The estimated direct costs to be incurred in connection with the Disposal are assumed to be approximately HK$29,781,000 which are subject to change at Completion.

(e) The estimated income tax expenses to be incurred in connection with the Disposal are assumed to be approximately HK$2,339,627,000 which are subject to change at Completion of Construction.

(8) The conversion of RMB into HK$ adopted in the pro forma consolidated statement of financial position as at 30 September 2015 is based on the exchange rate of RMB1.00: HK$1.2212, which is consistent with the closing rate adopted in preparing the condensed consolidated statement of financial position as at 30 September 2015; while for the pro forma consolidated statement of profit or loss and other comprehensive income and the pro forma consolidated statement of cash flow for the year ended 31 March 2015, the conversion of RMB into HK$ is based on the exchange rate of RMB1.00: HK$1.2501, which is consistent with the weighted average rate adopted in preparing the consolidated statement of profit or loss and other comprehensive income and the consolidated statement of cash flow for the year ended 31 March 2015.

## B. INDEPENDENT REPORTING ACCOUNTANTS' ASSURANCE REPORT ON THE COMPILATION OF UNAUDITED PRO FORMA FINANCIAL INFORMATION OF THE REMAINING GROUP

Deloitte.
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## INDEPENDENT REPORTING ACCOUNTANTS' ASSURANCE REPORT ON THE COMPILATION OF UNAUDITED PRO FORMA FINANCIAL INFORMATION INCLUDED IN A CIRCULAR

**To the Board of Directors of Goldin Properties Holdings Limited**

We have completed our assurance engagement to report on the compilation of unaudited pro forma financial information of Goldin Properties Holdings Limited (the "Company") and its subsidiaries (hereinafter collectively referred to as the "Group") by the directors of the Company (the "Directors") for illustrative purposes only. The unaudited pro forma financial information consists of the unaudited pro forma consolidated statement of financial position as at 30 September 2015, the unaudited pro forma consolidated statement of profit or loss and other comprehensive income for the year ended 31 March 2015 and the unaudited pro forma consolidated statement of cash flows for the year ended 31 March 2015 and related notes as set out on pages 55 to 66 of the circular issued by the Company dated 13 May 2016 (the "Circular"). The applicable criteria on the basis of which the Directors have compiled the unaudited pro forma financial information are described on page 54 of the Circular.

The unaudited pro forma financial information has been compiled by the Directors to illustrate the impact of the proposed disposal of the entire equity interests of 高銀置地（天津）有限公司 (the "Target Company"), by Goldin Properties (Tianjin) Co., Ltd., a wholly owned subsidiary of the Company (the "Proposed Transaction") on the Group's financial position as at 30 September 2015 and the Group's financial performance and cash flows for the year ended 31 March 2015 as if the Proposed Transaction had taken place at 30 September 2015 and 1 April 2014 respectively. As part of this process, information about the Group's financial position has been extracted by the Directors from the Group's unaudited condensed consolidated financial statements for the six months ended 30 September 2015 for which no review report has been published; and information about the Group's financial performance and cash flows have been extracted by the Directors from the Group's audited consolidated financial statements for the year ended 31 March 2015 on which an independent auditor's report has been published.

**Directors' Responsibilities for the Unaudited Pro Forma Financial Information**

The Directors are responsible for compiling the unaudited pro forma financial information in accordance with paragraph 4.29 of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "Listing Rules") and with reference to Accounting Guideline 7 "Preparation of Pro Forma Financial Information for Inclusion in Investment Circulars" ("AG 7") issued by the Hong Kong Institute of Certified Public Accountants ("HKICPA").

**Our Independence and Quality Control**

We have complied with the independence and other ethical requirements of the "Code of Ethics for Professional Accountants" issued by the HKICPA, which is founded on fundamental principles of integrity, objectivity, professional competence and due care, confidentiality and professional behavior.

Our firm applies Hong Kong Standard on Quality Control 1 "Quality Control for Firms that Perform Audits and Reviews of Financial Statements, and Other Assurance and Related Services Engagements" issued by the HKICPA and accordingly maintains a comprehensive system of quality control including documented policies and procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements.

**Reporting Accountants' Responsibilities**

Our responsibility is to express an opinion, as required by paragraph 4.29(7) of the Listing Rules, on the unaudited pro forma financial information and to report our opinion to you. We do not accept any responsibility for any reports previously given by us on any financial information used in the compilation of the unaudited pro forma financial information beyond that owed to those to whom those reports were addressed by us at the dates of their issue.

We conducted our engagement in accordance with Hong Kong Standard on Assurance Engagements 3420 "Assurance Engagements to Report on the Compilation of Pro Forma Financial Information Included in a Prospectus" issued by the HKICPA. This standard requires that the reporting accountants plan and perform procedures to obtain reasonable assurance about whether the Directors have compiled the unaudited pro forma financial information in accordance with paragraph 4.29 of the Listing Rules and with reference to AG 7 issued by the HKICPA.

For purposes of this engagement, we are not responsible for updating or reissuing any reports or opinions on any historical financial information used in compiling the unaudited pro forma financial information, nor have we, in the course of this engagement, performed an audit or review of the financial information used in compiling the unaudited pro forma financial information.

The purpose of unaudited pro forma financial information included in an investment circular is solely to illustrate the impact of a significant event or transaction on unadjusted financial information of the Group as if the event had occurred or the transaction had been undertaken at an earlier date selected for purposes of the illustration. Accordingly, we do not provide any assurance that the actual outcome of the event or transaction at 30 September 2015 or 1 April 2014 would have been as presented.

A reasonable assurance engagement to report on whether the unaudited pro forma financial information has been properly compiled on the basis of the applicable criteria involves performing procedures to assess whether the applicable criteria used by the Directors in the compilation of the unaudited pro forma financial information provide a reasonable basis for presenting the significant effects directly attributable to the event or transaction, and to obtain sufficient appropriate evidence about whether:

- The related pro forma adjustments give appropriate effect to those criteria; and

- The unaudited pro forma financial information reflects the proper application of those adjustments to the unadjusted financial information.

The procedures selected depend on the reporting accountants' judgment, having regard to the reporting accountants' understanding of the nature of the Group, the event or transaction in respect of which the unaudited pro forma financial information has been compiled, and other relevant engagement circumstances.

The engagement also involves evaluating the overall presentation of the unaudited pro forma financial information.

We believe that the evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

**Opinion**

In our opinion:

(a) the unaudited pro forma financial information has been properly compiled on the basis stated;

(b) such basis is consistent with the accounting policies of the Group; and

(c) the adjustments are appropriate for the purposes of the unaudited pro forma financial information as disclosed pursuant to paragraph 4.29(1) of the Listing Rules.

**Deloitte Touche Tohmatsu**
*Certified Public Accountants*
Hong Kong
13 May 2016

*The following is the text of a letter and valuation certificate prepared for the purpose of incorporation in this circular received from Savills Valuation and Professional Services Limited, an independent valuer, in connection with their opinion of value of the Properties as at 29 February 2016.*

The Directors
Goldin Properties Holdings Limited
22nd Floor
Two International Finance Centre
8 Finance Street
Central
Hong Kong

Savills Valuation and
Professional Services Limited
23/F Two Exchange Square
Central, Hong Kong

T: (852) 2801 6100
F: (852) 2530 0756

EA Licence: C-023750

savills.com

13 May 2016

Dear Sirs,

**RE: CBD PHASE I OF GOLDIN METROPOLITAN, HUAYUAN INDUSTRIAL DISTRICT (OUTER RING), BINHAI HI-TECH INDUSTRIAL DEVELOPMENT AREA, TIANJIN, THE PEOPLE'S REPUBLIC OF CHINA (THE "PROPERTIES")**

**INSTRUCTIONS**

In accordance with your instructions for us to value the Properties held by Goldin Properties Holdings Limited (the "**Company**") and its subsidiaries (hereinafter referred to as the "**Group**") in the People's Republic of China (the "**PRC**"), we confirm that we have carried out inspections, made relevant enquiries and obtained such further information as we consider necessary for the purpose of providing you with our opinion of market value of the Properties as if completed as at 29 February 2016 ("**date of valuation**") for disposal purpose.

**BASIS OF VALUATION**

Our valuation is our opinion of the market value of the property concerned which we would define as intended to mean "the estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's-length transaction after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion".

Market value is understood as the value of an asset or liability estimated without regard to costs of sale or purchase (or transaction) and without offset for any associated taxes or potential taxes.

Our valuation is prepared in compliance with the requirements set out in Chapter 5 and Practice Note 12 to the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited and in accordance with The HKIS Valuation Standards (2012 Edition) published by The Hong Kong Institute of Surveyors.

## PROPERTY CATEGORIZATION AND VALUATION METHODOLOGY

The Properties are under development and are held for sale by the Group. In accordance with the specific instructions of the Company, we have valued the Properties on a hypothetical assumption that the Properties were completed as at the date of valuation. In undertaking our valuation, we have valued the Properties on completion basis by direct comparison approach by making reference to comparable market transactions as available on the market.

## TITLE INVESTIGATION

We have been provided with copies of title documents relating to the Properties. However, we have not searched the original documents to verify ownership or to ascertain the existence of any amendments which may not appear on the copies handed to us. In the course of our valuation, we have relied to a very considerable extent on the information given by the Group and the legal opinion issued by the Group's PRC legal adviser, Beijing AnJie Law Firm (安杰律師事務所), regarding the titles to the Properties in the PRC.

## VALUATION CONSIDERATION AND ASSUMPTIONS

In valuing the Properties in the PRC, unless otherwise stated, we have assumed that transferable land use rights of the Properties for their specific term at nominal annual land use fee have been granted and that any premium payable has already been fully paid. Unless otherwise stated, we have also assumed that the owner of the Properties has enforceable titles to the Properties and has free and uninterrupted rights to occupy, use, lease or assign the Properties for the whole of the unexpired term as granted.

We have valued the Properties on the basis that they will be developed and completed in accordance with the latest development proposals provided to us. We have assumed that all consents, approvals and licenses from relevant government authorities for the development proposals have been obtained without onerous conditions or delays. We have also assumed the costs required to complete the Properties were fully paid by the Group.

In the course of our valuation, we have relied to a considerable extent on information and advice from the Group on such matters as planning approvals or statutory notices, easements, tenure, particulars of occupancy, development proposals, total and outstanding construction costs, site and floor areas, and all other relevant matters. Dimensions, measurements and areas included in the valuation certificate are based on the information contained in the documents provided to us and are therefore only approximations. No on-site measurements have been taken. We have no reason to doubt the truth and accuracy of the information provided to us by the Group, which is material to our valuation. We are also advised by the Group that no material facts have been omitted from the information supplied. We consider that we have been provided with sufficient information to reach an informed view.

No allowance has been made in our valuation for any charges, mortgages or amounts owing on the Properties nor for any expenses or taxation which may be incurred in effecting a sale. Unless otherwise stated, it is assumed that the Properties are free from encumbrances, restrictions and outgoings of an onerous nature which could affect their values.

## SITE INSPECTION

We have inspected the exterior and where possible, the interior of the Properties. During the course of our inspections, we did not note any serious defects. However, no structural survey has been made and we are therefore unable to report that the Properties are free from rot, infestation and any other defects. No tests were carried out on any of the services. We have also not carried out investigations on site to determine the suitability of the ground conditions and the services for any future development. Our valuation is prepared on the assumption that these aspects are satisfactory and no extraordinary expenses or delay will be incurred during the development period. The site inspections were carried out during the period between 28 December 2015 and 31 December 2015, and between 29 March 2016 and 1 April 2016 by the following professional valuers and some other assistants:

| | |
|---|---|
| Jim Wong | China Registered Real Estate Appraiser and a member of the Royal Institution of Chartered Surveyors |
| Dirk Li | China Registered Real Estate Appraiser |
| Cayman Liu | Assistant Valuer |

## REMARKS

Unless otherwise stated, all money amounts stated are in Renminbi ("**RMB**").

We enclose herewith our valuation certificate.

Yours faithfully,
For and on behalf of
**Savills Valuation and Professional Services Limited**
**Anthony C K Lau**
**MRICS MHKIS RPS(GP)**
**Director**

*Note:* Mr. Anthony C K Lau is a chartered surveyor and has over 23 years' post-qualification experience in the valuation of properties in the PRC and Hong Kong.

## VALUATION CERTIFICATE

| Property | Description and tenure | Particulars of occupancy | Market value as if completed as at 29 February 2016 |
|---|---|---|---|
| CBD Phase I of Goldin Metropolitan, Huayuan Industrial District (Outer Ring), Binhai Hi-tech Industrial Development Area, Tianjin, PRC | Goldin Metropolitan (the "**Development**") is a high-end integrated property development project, which will be completed by 2017 in phases with a planned aboveground gross floor area of approximately 1,888,333 sq.m.. The Development's major elements include the CBD, a luxury residential zone and Tianjin Goldin Metropolitan Polo Club. | As at the date of valuation, the Properties were under construction.<br><br>However, according to the specific instructions of the Company, we have valued the Properties as if they were completed as at the date of valuation. | RMB 18,270,000,000 |

The Development is located along Haitai North-south Street, Huayuan Industrial District (Outer Ring), Binhai Hi-tech Industrial Development Area. The Development is surrounded by residential buildings, university and international school. It is at about 5 to 8 minutes' drive to Tianjin South Station about 20 to 25 minutes' drive to Tianjin Station, at about 35 to 45 minutes' drive to Tianjin Airport and at about 20 to 25 minutes' drive to the city centre of Tianjin.

The CBD portion of the Development will be completed in three phases. The Properties comprise Phase I of the CBD portion of the Development which is erected on a parcel of land with a total site area of approximately 183,782.70 sq.m..

As advised by the Group, the Properties will accommodate a 117-storey office/hotel building ("Goldin Finance 117"), a 37-storey grade-A office building, a 6-level (including basements) shopping mall and four 2-storey stand-alone retail buildings, basement car parks and ancillary facilities. Upon completion, the Properties will provide a total gross floor area of approximately 846,943 sq.m.. Breakdown gross floor areas and uses of the Properties are as follows:

| Use | Approximate gross floor area *sq.m.* |
|---|---:|
| Goldin Finance 117 | 369,380 |
| Grade A Office | 72,172 |
| Retail | 112,377 |
| Car parks, bicycle spaces, and public area at basement | 291,895 |
| Others | 1,119 |
| **Total** | **846,943** |

As advised by the Group, the Properties are scheduled to be completed by the end of 2017.

The land use rights of the Properties have been granted for a term of 40 years expiring on 17 April 2047 for business & finance uses.

*Notes:*

(1) Pursuant to the State-owned Land Use Rights Grant Contract No. CR2007074 and its supplementary contract entered into between Tianjin Municipal Land Resources and Housing Administration Bureau ("**Party A**") and Tianjin Hi-Tech New Star Property Development Company Limited (天津海泰新星房地產開發有限公司) ("**New Star Property**"), a wholly-owned subsidiary of the Company, on 20 March 2007 and 14 June 2009 respectively, Party A agreed to grant the land use rights of four parcels of land with a total site area of approximately 275,644.20 sq.m. to New Star Property. As advised by the Group, New Star Property has been renamed as Goldin Properties (Tianjin) Co., Ltd. ("**Goldin Tianjin**"), a wholly-owned subsidiary of the Company. The aforesaid contract contains, inter-alia, the following salient conditions:

| | | |
|---|---|---|
| Land grant fee | : | RMB903,000,000 (including Land Lot Nos. 08R, 09R, 01C and 01-1C) |
| Usage | : | Residential and commercial & finance |
| Land use term | : | Residential: 70 years;<br>Commercial and finance: 40 years |
| Total site area | : | 275,644.20 sq.m. |
| Site area of Lot Nos. 01C & 01-1C | : | 113,625.70 sq.m. |
| Construction density | : | Commercial and finance: not exceeding 50% |
| Greenery rate | : | Commercial and finance: not less than 30% |

(2) Pursuant to the State-owned Land Use Rights Grant Contract No. CR2007054 and its supplementary contract entered into between Party A and Tianjin Hi-Tech New Star Investment Company Limited (天津海泰新星投資有限公司) ("**New Star Investment**"), a wholly-owned subsidiary of the Company, on 2 March 2007 and 14 June 2009 respectively, Party A agreed to grant the land use rights of four parcels of land with a total site area of 194,276.00 sq.m. to New Star Investment. As advised by the Group, New Star Investment has been merged with Goldin Tianjin during the year ended 31 March 2011. The aforesaid contract contains, inter-alia, the following salient conditions:

| | | |
|---|---|---|
| Land grant fee | : | RMB422,000,000 (including Lot Nos. 03C, 04C, 06C and 10R) |
| Usage | : | Residential, culture entertainment and commercial & finance |
| Land use term | : | Residential: 70 years; and<br>Cultural entertainment and commercial & finance: 40 years |
| Total site area | : | 194,276.00 sq.m. (including a total site area of approximately 2,200.00 sq.m. for nursery and kindergarten uses) |
| Total site area of Lot Nos. 03C, 04C & 06C | : | 87,724.20 sq.m. |
| Construction density | : | Commercial and finance: not exceeding 50% |
| Greenery rate | : | Commercial and finance: not less than 30% |
| Others | : | Except for the standard rule, Lot No. 04C needs to provide an extra 250 car parking spaces |

(3) Pursuant to the State-owned Land Use Rights Grant Contract No. CR2007055 and its supplementary contract entered into between Party A and Tianjin Hi-Tech Sun Investment Company Limited (天津海泰陽光投資有限公司) ("**Sun Investment**"), a wholly-owned subsidiary of the Company, on 2 March 2007 and 14 June 2009 respectively, Party A agreed to grant the land use rights of three parcels of land with a total site area of approximately 221,045.30 sq.m. to Sun Investment. As advised by the Group, Sun Investment has been merged with Goldin Tianjin during the year ended 31 March 2011. The aforesaid contract contains, inter-alia, the following salient conditions:

| | | |
|---|---|---|
| Land grant fee | : | RMB760,000,000 (including Land Lot Nos. 05C, 07C and 11R) |
| Usage | : | Residential and commercial & finance |
| Land use term | : | Residential: 70 years; and<br>Commercial and finance: 40 years |
| Total site area | : | 221,045.30 sq.m. (including a total site area of approximately 1,500.00 sq.m. for 35 KV of substation use and site area of approximately 10,000.00 sq.m. for primary school use) |
| Site area of Lot Nos. 05C & 07C | : | 82,697.40 sq.m. |
| Construction density | : | Commercial and finance: not exceeding 50% |
| Greenery rate | : | Commercial and finance: not less than 30% |
| Other requirements | : | A telecommunication bureau with a total gross floor area of approximately 5,000.00 sq.m. is required on Lot No. 07C |

(4) Pursuant to the Real Estate Title Certificate No. Fang Di Zheng Jin Zi Di 116051200045 issued by the People's Government of Tianjin, the land use rights of Land Lot No. D & E (formerly Lot No. is 01C, 01-1C, 04C and 05C )with a total site area of approximately 183,782.70 sq.m. have been granted to Goldin Tianjin on 17 October 2012 for a term of 40 years expiring on 17 April 2047 for business & finance uses.

(5) Pursuant to the Construction Land Planning Permit No. 2010 Yuan Qu Di Zheng 0022 issued by the Planning Office of Tianjin New Technology Industrial Zone on 1 June 2012, a parcel of land of CBD portion of the Development with a site area of approximately 337,492.40 sq.m. was permitted for commercial and finance uses.

(6) Pursuant to four Construction Works Planning Permits issued by the Planning Office of Tianjin New Technology Industrial Zone, the total approved construction scale of portion of the Properties is approximately 845,824.00 sq.m.. Details of the said permits are as follows:

| | Permit No. | Construction Scale *(sq.m.)* | Issuance Date |
|---|---|---|---|
| (i) | 2014 Yuan Qu Jian Zheng 0003 | 72,172.00 | 17 April 2014 |
| (ii) | 2014 Yuan Qu Jian Zheng 0005 | 6,916.00 | 13 January 2014 |
| (iii) | 2014 Yuan Qu Jian Zheng 0004 | 349,787.00 | 13 January 2014 |
| (iv) | 2015 Yuan Qu Jian Zheng 0008 | 416,949.00 | 15 July 2015 |
| | **Total** | **845,824.00** | |

(7) Pursuant to the Construction Works Commencement Permit No. 12121071201107002 issued by Construction, Development and Environmental Protection Bureau of Tianjin Binhai Hi-tech Industrial Development Area (天津濱海高新技術產業開發區建設發展與環境保護局) on 14 July 2011, the piling work of portion of the CBD portion of the Development was permitted to commence and the approved construction scale is approximately 835,600.00 sq.m.

(8) Pursuant to four Construction Works Commencement Permits issued by Construction, Development and Environmental Protection Bureau of Tianjin Binhai Hi-tech Industrial Development Area (天津濱海高新技術產業開發區建設發展與環境保護局) and Construction and Transportation Bureau of Tianjin Binhai Hi-tech Industrial Development Area (天津濱海高新技術產業開發區建設和交通局), the construction works of portion of the Properties were permitted to commence and the approved construction scale is approximately 839,697.00 sq.m. Details of the said permits are as follows:

| | Permit No. | Construction Scale *(sq.m.)* | Issuance Date |
|---|---|---|---|
| (i) | 1212181201204001 | 207,389.50 | 25 April 2012 |
| (ii) | 1212181201208006 | 136,311.50 | 20 August 2012 |
| (iii) | 12121071201403001 | 79,047.00 | 4 March 2014 |
| (iv) | 1211212015121801161 | 416,949.00 | 18 December 2015 |
| | **Total** | **839,697.00** | |

(9) As advised by the Group, the total construction cost expended as at the date of valuation was approximately RMB7,075,000,000.

(10) We have been provided with a legal opinion on the titles to the Properties issued by the Group's PRC legal adviser, which contains, inter alia, the following information:

i. the State-owned Land Use Rights Grant Contracts and their supplementary contracts are legal, valid and legally binding;

ii. the land premium of the Properties have been fully settled and Goldin Tianjin has obtained the State-owned Land Use Rights Certificate for the land use rights of the Properties;

iii. Goldin Tianjin has obtained the requisite permits, approvals and certificates for the status of the construction works of the Properties;

iv. the Properties are not subject to any mortgages or other third party's rights; and

v. Goldin Tianjin is entitled to occupy, use, transfer, lease, mortgage or by other legal means to dispose of the Properties within the land use term.

## 1. RESPONSIBILITY STATEMENT

This circular, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the Listing Rules for the purpose of giving information with regard to the Group. The Directors, having made all reasonable enquiries, confirm that to the best of their knowledge and belief, the information contained in this circular is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this circular misleading.

## 2. DIRECTOR'S AND CHIEF EXECUTIVE'S INTERESTS IN SHARES AND UNDERLYING SHARES

As at the Latest Practicable Date, the interests of the Directors and chief executive of the Company in the Shares and underlying Shares and its associated corporations (within the meaning of Part XV to the SFO) which were required to be notified to the Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests which they were taken or deemed to have under such provisions of SFO); or which were required, pursuant to Section 352 of the SFO, to be entered in the register referred to therein; or which were required, pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers (the "**Model Code**"), to be notified to the Company and the Stock Exchange were as follows:

### (a) Interests in Shares

| Name of Director | Long position/ short position | Capacity | Number of Shares held | Approximate percentage of shareholding *(Note 1)* |
|---|---|---|---|---|
| Mr. Pan | Long position | Interests held as beneficial owner and through controlled corporations | 2,300,896,998 *(Note 2)* | 64.40% |
| Mr. Zhou Xiaojun | Long position | Beneficial owner | 280,000 | 0.01% |
| Mr. Ting Kwang Yuan, Edmond | Long position | Beneficial owner | 900,000 | 0.03% |

**(b) Interests in share options**

| Name of Director | Date of grant | Exercise price per share HK$ | Exercisable period | Number of underlying Shares held | Approximate percentage of shareholding *(Note 1)* |
|---|---|---|---|---|---|
| Mr. Zhou Xiaojun | 3.8.2009 | 3.27 | 3.8.2010 to 2.8.2019 | 302,727 | |
| | 3.8.2009 | 3.27 | 3.8.2011 to 2.8.2019 | 302,727 | |
| | 3.8.2009 | 3.27 | 3.8.2012 to 2.8.2019 | 403,636 | |
| | 27.3.2012 | 2.69 | 27.9.2012 to 26.3.2022 | 333,333 | |
| | 27.3.2012 | 2.69 | 27.12.2013 to 26.3.2022 | 333,333 | |
| | 27.3.2012 | 2.69 | 27.3.2015 to 26.3.2022 | 333,334 | |
| | 28.3.2014 | 3.35 | 28.3.2015 to 27.3.2024 | 600,000 | |
| | 28.3.2014 | 3.35 | 28.3.2016 to 27.3.2024 | 600,000 | |
| | 28.3.2014 | 3.35 | 28.3.2017 to 27.3.2024 | 800,000 | |
| | | | | 4,009,090 | 0.11% |
| Mr. Ting Kwang Yuan, Edmond | 3.8.2009 | 3.27 | 3.8.2011 to 2.8.2019 | 605,454 | |
| | 3.8.2009 | 3.27 | 3.8.2012 to 2.8.2019 | 807,272 | |
| | 27.3.2012 | 2.69 | 27.9.2012 to 26.3.2022 | 333,333 | |
| | 27.3.2012 | 2.69 | 27.12.2013 to 26.3.2022 | 333,333 | |
| | 27.3.2012 | 2.69 | 27.3.2015 to 26.3.2022 | 333,334 | |
| | 28.3.2014 | 3.35 | 28.3.2015 to 27.3.2024 | 600,000 | |
| | 28.3.2014 | 3.35 | 28.3.2016 to 27.3.2024 | 600,000 | |
| | 28.3.2014 | 3.35 | 28.3.2017 to 27.3.2024 | 800,000 | |
| | | | | 4,412,726 | 0.12% |

| Name of Director | Date of grant | Exercise price per share *HK$* | Exercisable period | Number of underlying Shares held | Approximate percentage of shareholding *(Note 1)* |
|---|---|---|---|---|---|
| Mr. Li Huamao | 3.8.2009 | 3.27 | 3.8.2010 to 2.8.2019 | 302,727 | |
| | 3.8.2009 | 3.27 | 3.8.2011 to 2.8.2019 | 302,727 | |
| | 3.8.2009 | 3.27 | 3.8.2012 to 2.8.2019 | 403,636 | |
| | 27.3.2012 | 2.69 | 27.9.2012 to 26.3.2022 | 333,333 | |
| | 27.3.2012 | 2.69 | 27.12.2013 to 26.3.2022 | 333,333 | |
| | 27.3.2012 | 2.69 | 27.3.2015 to 26.3.2022 | 333,334 | |
| | 28.3.2014 | 3.35 | 28.3.2015 to 27.3.2024 | 600,000 | |
| | 28.3.2014 | 3.35 | 28.3.2016 to 27.3.2024 | 600,000 | |
| | 28.3.2014 | 3.35 | 28.3.2017 to 27.3.2024 | 800,000 | |
| | | | | 4,009,090 | 0.11% |
| Ms. Chan Sau Yin, Anita Teresa | 28.3.2014 | 3.35 | 28.3.2015 to 27.3.2024 | 300,000 | |
| | 28.3.2014 | 3.35 | 28.3.2016 to 27.3.2024 | 300,000 | |
| | 28.3.2014 | 3.35 | 28.3.2017 to 27.3.2024 | 400,000 | |
| | | | | 1,000,000 | 0.03% |

*Notes:*

1. As at the Latest Practicable Date, the total number of Shares in issue was 3,572,765,513 Shares.

2. As at the Latest Practicable Date, 171,169,571 Shares were held by Mr. Pan in his personal capacity, 2,011,741,427 Shares were held by Goldin Group (Investment) Limited ("**Goldin Group (Investment)**"), the immediate holding company of the Company, and 117,986,000 Shares were held by Clear Jade International Limited ("**Clear Jade**"). Clear Jade was 100% owned by Mr. Pan. Goldin Group (Investment) was 100% owned by Goldin Real Estate Financial Holdings Limited ("**Goldin Real Estate Financial**"), the ultimate holding company of the Company, and Goldin Real Estate Financial was 100% owned by Mr. Pan. Accordingly, Mr. Pan was deemed to be interested in 2,011,741,427 Shares held by Goldin Group (Investment) and 117,986,000 Shares held by Clear Jade. Goldin Group (Investment), being a holding company of the Company, is also an associated corporation of the Company within the meaning of Part XV of the SFO.

Save as disclosed above, as at the Latest Practicable Date, none of the Directors and chief executive of the Company had any interests or short positions in the Shares, underlying Shares and debentures of the Company or any of its associated corporations (within the meaning of Part XV of the SFO) which were required to be notified to the Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests or short positions which they were taken or deemed to have under such provisions of the SFO); or which were required, pursuant to section 352 of the SFO, to be entered in the register referred to therein; or which were required, pursuant to the Model Code, to be notified to the Company and the Stock Exchange.

At the Latest Practicable Date, none of the Directors was a director or employee of a company which had an interest of short position in the Shares and underlying Shares which would fall to be disclosed to the Company under the provisions of Division 2 and 3 of Part XV of the SFO.

## 3. COMPETING BUSINESS

As at the Latest Practicable Date, none of the Directors or their respective close associates (as defined in the Listing Rules) was interested in any business apart from the business of the Group, which competes or is likely to compete, either directly or indirectly, with the business of the Group.

## 4. DIRECTORS' SERVICE CONTRACTS

As at the Latest Practicable Date, none of the Directors had entered into, or proposed to enter into a service contract with the Company or any member of the Group which does not expire or is not determinable by the Company or such member of the Group within one year without payment of compensation, other than statutory compensation.

## 5. DIRECTORS' INTEREST IN ASSETS

As at the Latest Practicable Date, save as the Framework Disposal Agreement, the Local SPA and the Relevant Agreements, none of the Directors had: (a) any direct or indirect interests in any assets which have been since 31 March 2015 (being the date to which the latest published audited consolidated financial statements of the Group were made up) acquired or disposed of by or leased to any member of the Group, or were proposed to be acquired or disposed of by or leased to any member of the Group; and (b) any subsisting material interest in any contract or arrangement which is significant in relation to the business of the Group.

## 6. DIRECTORS' INTEREST IN CONTRACTS OR ARRANGEMENTS

Save as the Framework Disposal Agreement, the Local SPA and the Relevant Agreements, there was no contracts or arrangement subsisting as at the Latest Practicable Date in which a Director is materially interested and which is significant in relation to the Group's business.

## 7. EXPERTS AND CONSENTS

The following are the qualification of the experts who have given their opinions and advices included in this circular:

| Name | Qualification |
|---|---|
| Deloitte Touche Tohmatsu | Certified Public Accountants |
| Savills Valuation and Professional Services Limited | An independent valuer |
| Gram Capital Limited | A licensed corporation to carry out Type 6 (advising on corporate finance) regulated activity under the SFO |
| Beijing AnJie Law Firm | PRC legal adviser |

The above experts have given and have not withdrawn each of its written consent to the issue of this circular with the inclusion of its letter or references to its name and/or its opinion in the form and context in which they appear.

As at the Latest Practicable Date, the above experts did not have any shareholding in any member of the Group or the right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for securities in any member of the Group, or any interests, directly or indirectly, in any assets which have been, since 31 March 2015, being the date to which the latest published audited consolidated financial statements of the Group were made up, acquired, disposed of or leased to any member of the Group, or were proposed to be acquired, disposed of or leased to any member of the Group.

## 9. LITIGATION

As at the Latest Practicable Date, none of the members of the Group was engaged in any litigation, arbitration or claim of material importance and no litigation, arbitration or claim of material importance was known to the Directors to be pending or threatened by or against any member of the Group.

## 10. MATERIAL CONTRACTS

The following contracts (not being contracts entered into in the ordinary course of business) were entered into by members of the Group within two years immediately preceding the Latest Practicable Date and are or may be material:

(a) the contract for construction work entered into between Goldin Tianjin and the contractor on 10 June 2014, for the provision of the construction works in relation to part of the CBD’s construction for the office buildings at the total contract sum for the construction works of approximately RMB1,424 million (equivalent to approximately HK$1,779 million), details of which are disclosed in the announcement of the Company dated 19 June 2014;

(b) the contract for construction work entered into between Goldin Tianjin and the contractor on 24 July 2014, for the provision of the construction works in relation to part of the CBD's construction for the office buildings at the total contract sum for the construction works of approximately RMB1,975 million (equivalent to approximately HK$2,472 million), details of which are disclosed in the announcement of the Company dated 25 July 2014;

(c) the Framework Disposal Agreement;

(d) the Local SPA;

(e) the Entrusted Loan Agreement;

(f) the First Pledge Agreement;

(g) the Second Pledge Agreement; and

(h) the Supplemental Agreement.

## 11. MISCELLANEOUS

(a) The company secretary of the Company is Ms. Chan Suk Yin. Ms. Chan is a certified public accountant of the Hong Kong Institute of Certified Public Accountants.

(b) The registered office and principal place of business of the Company in Hong Kong is situated at 22nd Floor, Two International Finance Centre, 8 Finance Street, Central, Hong Kong.

(c) The share registrar and transfer office of the Company is Tricor Secretaries Limited located at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong.

(d) The English texts of this circular and the accompanying proxy form shall prevail over the Chinese texts in case of inconsistency.

## 12. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents are available for inspection at 22nd Floor, Two International Finance Centre, 8 Finance Street, Central, Hong Kong during normal business hours (except Saturdays and public holidays) for a period of 14 days from the date of this circular:

(a) the Company's articles of association;

(b) the annual reports of the Company for each of the two financial years ended 31 March 2014 and 2015;

(c) the letter of recommendation from the Independent Board Committee to the Independent Shareholders as set out on pages 27 to 28 of this circular;

(d) the report on review of unaudited financial information of 高銀置地(天津)有限公司 as set out in Appendix I to this circular;

(e) the report on unaudited pro forma financial information of the Remaining Group as set out in Appendix III to this circular;

(f) the letter and valuation certificate relating to the Properties prepared by Savills Valuation and Professional Services Limited as set out in Appendix IV to this circular;

(g) the letter of advice from Gram Capital as set out on pages 29 to 42 of this circular;

(h) the written consents referred to in the paragraph under the heading "Experts and Consents" in this appendix;

(i) the material contracts referred to in the paragraph under the heading "Material Contracts" in this appendix; and

(j) this circular.

GOLDIN PROPERTIES
高銀地產

# GOLDIN PROPERTIES HOLDINGS LIMITED
# 高銀地產控股有限公司

*(Incorporated in Hong Kong with limited liability)*

**(Stock Code: 283)**

## NOTICE OF GENERAL MEETING

**NOTICE IS HEREBY GIVEN** that a general meeting ("**GM**") of Goldin Properties Holdings Limited (the "**Company**") will be held at Victoria Room IV, Level 2, Four Seasons Hotel Hong Kong, 8 Finance Street, Central, Hong Kong on Tuesday, 31 May 2016 at 3:00 p.m. for the purpose of considering and, if thought fit, passing the following resolution (with or without amendments) as an ordinary resolution of the Company:

## ORDINARY RESOLUTION

"**THAT**:

(a) the framework agreement dated 16 December 2015 entered into between the Company, Goldin Special Situations Limited and 中國信達資產管理股份有限公司北京市分公司 (China Cinda Asset Management Co., Ltd., Beijing Branch*) (the "**Framework Disposal Agreement**"), the sale and purchase agreement dated 1 March 2016 as supplemented by the supplemental agreement dated 10 May 2016 and entered into between the Company, Goldin Properties (Tianjin) Co., Ltd. ("**Goldin Tianjin**"), 深圳市銀基宏業投資管理有限公司 (Shenzhen Yinji Hongye Investment Management Company Limited*) (the "**Investment Company**"), 高銀置地(天津)有限公司 (Goldin Development (Tianjin) Co., Ltd.*) and Goldin Special Situations Limited (the "**Local SPA**") and the transactions contemplated thereunder, including (i) the entrusted loan agreement dated 15 April 2016 entered into between Goldin Tianjin, the Investment Company and China Everbright Bank Co., Ltd, Beijing Jiao Da Branch (the "**First Bank**"); (ii) the pledge agreement dated 15 April 2016 entered into between Goldin Tianjin, the Investment Company and the First Bank; and (iii) the pledge agreement dated 15 April 2016 entered into between Goldin Tianjin, 深圳市國威股權投資中心(有限合夥) (Shenzhen Guowei Capital Investment Centre L.P.*) and Nanyang Commercial Bank China Limited, Beijing Branch (collectively, the "**Relevant Agreements**"), be and are hereby approved, confirmed and ratified; and

* *The Chinese names have been translated into English for reference only.*

(b) any director of the Company be and is hereby authorized to sign and execute all such documents, instruments and agreements, and to do all such acts and things as he/she considers necessary, desirable or expedient in connection with or giving effect to the Framework Disposal Agreement, the Local SPA and the transactions contemplated thereunder including the Relevant Agreements."

By order of the Board
**Goldin Properties Holdings Limited**
**Chan Suk Yin**
*Company Secretary*

Hong Kong, 13 May 2016

*Notes:*

(1) Any member entitled to attend and vote at the GM is entitled to appoint more than one proxy to attend and, on a poll, vote instead of him/her. A proxy need not be a member of the Company.

(2) The instrument appointing a proxy shall be in writing under the hand of the appointor or of his/her attorney duly authorised in writing or, if the appointor is a corporation, either under its seal or under the hand of any officer, attorney or other person duly authorised to sign the same.

(3) In order to be valid, the form of proxy together with the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of such power or authority, must be deposited with the share registrar of the Company, Tricor Secretaries Limited, at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong not less than 48 hours before the time appointed for holding the GM or any adjournment thereof (as the case may be).

(4) Completion and return of the form of proxy will not preclude members from attending and voting in person at the GM or any adjourned meeting should they so wish, and in such event, the form of proxy shall be deemed to be revoked.

(5) Where there are joint registered holders of any share, any one of such joint holders may vote, either in person or by proxy, in respect of such share as if he/she was solely entitled thereto, but if more than one of such joint holders are present at the GM, whether in person or by proxy, the joint registered holder present whose name stands first on the register of members of the Company in respect of the shares shall be accepted to the exclusion of the votes of the other registered holders.

(6) In case of any inconsistency between the English text and the Chinese translation of this notice, the English text shall prevail.