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瑞安房地產  
SHUI ON LAND

**Shui On Land Limited**  
瑞安房地產有限公司\*

*(Incorporated in the Cayman Islands with limited liability)*

**(Stock code: 272)**

**DISCLOSEABLE TRANSACTION**  
**DISPOSAL OF 65% EQUITY INTERESTS IN SHANGHAI JIU ZE**  
**PROPERTY COMPANY LIMITED**

**AGREEMENT**

The Board is pleased to announce that, on 29 December 2023, SODH, Star Harvest and the Project Company (each a wholly owned subsidiary of the Company) entered into the Agreement with Shoujia Hongrui Fund and Hongrui Shouyuan Partnership, pursuant to which, among other things, the 65% equity interests in the Project Company (representing 65% of the interests in the Partnership Portfolio) will be transferred from Star Harvest to Hongrui Shouyuan Partnership at the Initial Consideration of approximately RMB1,206,000,000 (equivalent to approximately HK\$1,327,287,535) subject to adjustment at Completion and further adjustment upon settlement of the final construction costs. Upon Completion, Star Harvest and Hongrui Shouyuan Partnership will respectively hold 35% and 65% of the equity interests in the Project Company, and the Project Company will cease to be a subsidiary of the Company and its financial results will no longer be consolidated into the financial statements of the Company. Hongrui Shouyuan Partnership also granted the Call Option to Star Harvest to buy back all (but not some) of the equity interests of the Project Company held by Hongrui Shouyuan Partnership.

**IMPLICATIONS UNDER THE LISTING RULES**

As the highest applicable percentage ratio in respect of the Transactions exceeds 5% but is less than 25%, the Transactions constitute a discloseable transaction of the Company and are subject to announcement requirement but exempt from shareholders' approval requirement under Chapter 14 of the Listing Rules.

As the exercise of the Call Option is at the discretion of Star Harvest, pursuant to Rule 14.75(1) of the Listing Rules, on the grant of the Call Option, only the premium (which is nil) will be taken into consideration for the purpose of classification of the grant of the Call Option under Chapter 14 of the Listing Rules. The Company will comply with the relevant requirements under the Listing Rules on the exercise of the Call Option as and when required.

**Shareholders and potential investors of the Company should note that the Agreement and the Transactions thereunder are subject to a number of conditions which may or may not be fulfilled. Shareholders and potential investors of the Company are reminded to exercise caution when dealing in the securities of the Company.**

## **I. INTRODUCTION**

The Board is pleased to announce that, on 29 December 2023, SODH, Star Harvest and the Project Company (each a wholly owned subsidiary of the Company) entered into the Agreement with Shoujia Hongrui Fund and Hongrui Shouyuan Partnership, pursuant to which, among other things, Hongrui Shouyuan Partnership intends to purchase the 65% equity interests in the Project Company from Star Harvest. Upon Completion, Star Harvest and Hongrui Shouyuan Partnership will respectively hold 35% and 65% of the equity interests in the Project Company, and the Project Company will cease to be a subsidiary of the Company and its financial results will no longer be consolidated into the financial statements of the Company.

## **II. BACKGROUND AND REASONS FOR THE TRANSACTIONS AND EXPECTED BENEFITS TO THE COMPANY**

The Transactions are in line with the Group's "Asset Light Strategy" with the aim to improve the Group's capital recycling, form strategic partnerships with long term partners such as Dajia Investment that allows the Group to enlarge the assets under management and increase recurring management fee income.

Upon Completion, the Transactions are estimated to have no material profit or loss effect and, after deducting taxes and transaction costs, the total net cash proceeds generated by the Transactions are approximately RMB1,199,000,000 (equivalent to approximately HK\$1,319,583,544).

In light of the above, the Directors are of the view that the Agreement and the Transactions have been entered into on normal commercial terms that are fair and reasonable and are in the interests of the Company and the Shareholders as a whole.

### **III. AGREEMENT**

Major terms of the Agreement are summarized as follows:

#### **Date**

29 December 2023

#### **Parties**

- (a) SODH;
- (b) Star Harvest (as the vendor);
- (c) Hongrui Shouyuan Partnership (as the purchaser);
- (d) Shoujia Hongrui Fund; and
- (e) the Project Company.

#### **Subject Matter**

As at the date of this announcement, Star Harvest held 100% equity interests of the Project Company which directly owns the Partnership Portfolio (details of which are set out in the paragraph headed “Project Company and Partnership Portfolio” in this announcement). Pursuant to the Agreement, Star Harvest agreed to sell, and Hongrui Shouyuan Partnership agreed to purchase the 65% equity interests in the Project Company (representing 65% of the interests in the Partnership Portfolio).

Upon Completion, Star Harvest and Hongrui Shouyuan Partnership will respectively hold 35% and 65% of the equity interests in the Project Company, and the Project Company will cease to be a subsidiary of the Company and its financial results will no longer be consolidated into the financial statements of the Company.

#### **Effectiveness**

The Agreement shall take effect from the Signing Date.

#### **Consideration and Payment**

The Consideration for the disposal of the 65% equity interests in the Project Company by Star Harvest shall be an initial amount of approximately RMB1,206,000,000 (equivalent to approximately HK\$1,327,287,535) (the

“**Initial Consideration**”), representing 65% of the net asset value of the Project Company in the amount of approximately RMB1,855,000,000 (equivalent to approximately HK\$2,041,557,527), subject to adjustment at Completion and further adjustment upon settlement of the final construction costs.

In calculating the above agreed net asset value of the Project Company, the following factors have been taken into account:

- (1) the agreed total asset value of the Partnership Portfolio in the amount of approximately RMB2,590,000,000 (equivalent to approximately HK\$2,850,476,547), which was determined with reference to (i) the market valuation of the Partnership Portfolio from Knight Frank Petty Limited (an external independent professional property valuer) being RMB2,583,000,000 (equivalent to approximately HK\$2,842,772,556) as at 30 June 2023 based on market price of similar completed properties in the comparable areas and (ii) the Partnership Portfolio’s total leasable area of 61,669 sq.m. as set out in the final measurement report issued by Shanghai Putuo District Real Estate Trading Center on 7 November 2023;
- (2) other assets of the Partnership Portfolio (which are not included in the agreed total asset value of the Partnership Portfolio) at Completion, whereby the initial amount of such assets at 31 December 2023 is approximately RMB101,000,000 (equivalent to approximately HK\$111,157,580), which is determined based on the estimated accounts of the Partnership Portfolio at 31 December 2023 and is subject to adjustment at Completion; and
- (3) liabilities of the Partnership Portfolio at Completion, whereby the initial amount of such liabilities at 31 December 2023 is approximately RMB836,000,000 (equivalent to approximately HK\$920,076,600), which is determined based on the estimated accounts of the Partnership Portfolio at 31 December 2023 and is subject to adjustment at Completion.

The Initial Consideration shall be paid in three instalments:

- (a) 10% of the Initial Consideration of approximately RMB121,000,000 (equivalent to approximately HK\$133,168,982) shall be paid by Hongrui Shouyuan Partnership within five Business Days after the Signing Date;
- (b) 80% of the Initial Consideration of approximately RMB964,000,000 (equivalent to approximately HK\$1,060,949,572) shall be paid by Hongrui Shouyuan Partnership within ten Business Days after all of the Conditions stipulated in the Agreement have been fulfilled or waived (as the case may be); and

(c) 10% of the Initial Consideration of approximately RMB121,000,000 (equivalent to approximately HK\$133,168,982) shall be paid by Hongrui Shouyuan Partnership on the Completion Date.

The Initial Consideration shall be paid by Hongrui Shouyuan Partnership to an escrow account and then further remitted to an offshore bank account designated by Star Harvest in accordance with the terms of the Agreement.

For the purpose of the adjustments to the Initial Consideration at Completion, within 45 days after Completion, Star Harvest and Hongrui Shouyuan Partnership shall cause the designated auditor to audit the accounts of the Project Company and the Partnership Portfolio at the Completion Date and adjust the net asset value of the Project Company to reflect changes up to Completion and to determine the final consideration (the “**Final Consideration**”). The difference between the Initial Consideration and the Final Consideration shall be paid by Hongrui Shouyuan Partnership or reimbursed by Star Harvest (as the case may be) on a “making-even” basis and the parties shall enter into separate agreement(s) to make further arrangements.

After settlement of the final construction costs of the Partnership Portfolio, Star Harvest and Hongrui Shouyuan Partnership shall confirm the figure and further adjust the net asset value of the Project Company accordingly to determine the adjusted final consideration (the “**Adjusted Final Consideration**”). The difference between the Final Consideration and the Adjusted Final Consideration shall be paid by Hongrui Shouyuan Partnership or reimbursed by Star Harvest (as the case may be) on a “making-even” basis and the parties shall enter into separate agreement(s) to make further arrangements.

Based on the best estimation of the Group taking into account the financial position of the Project Company and the construction costs payable by the Project Company, RMB1,210,000,000 (equivalent to approximately HK\$1,331,689,815) is the maximum possible Adjusted Final Consideration for the disposal of the 65% equity interests in the Project Company by Star Harvest.

The Consideration and the payment terms were determined after arm’s length negotiations between the parties and the Directors consider that the Consideration and the payment terms are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

## Conditions

Subject to the terms of the Agreement, the payment of the second instalment of the Initial Consideration is conditional on the satisfaction or, where applicable, waiver of the following and other conditions that are customary to a typical share transfer transaction:

- (a) application materials for the changes to be made in the industry and commerce registration authorities in the PRC in relation to the transfer of equity interests in the Project Company having been provided by the Project Company to the relevant registration authorities for pre-approval;
- (b) the construction completion of the Partnership Portfolio having been filed with relevant authorities;
- (c) a guarantee agreement having been entered into by SODH and Star Harvest with Hongrui Shouyuan Partnership;
- (d) Star Harvest having procured the Project Company to complete the termination of labour relationship with its employees; and
- (e) the Company having issued the Undertaking Letter to Hongrui Shouyuan Partnership.

Hongrui Shouyuan Partnership may waive any of these Conditions which shall be completed by Star Harvest, its Affiliates and/or the Project Company by a notice to the other parties in writing, while Star Harvest may waive Conditions which shall be fulfilled by Shoujia Hongrui Fund, Hongrui Shouyuan Partnership or their Affiliates in the same manner.

In the event that the Conditions above cannot be fulfilled or waived on or before the Long Stop Date, any party is entitled to extend the Long Stop Date for one month. If the parties fail to exercise their right to extend the Long Stop Date when due, or if any of the Conditions is not fulfilled or waived by the end of the extended Long Stop Date, any non-defaulting party may at its absolute discretion by written notice to the other parties terminate the Agreement with immediate effect.

## **Completion**

Completion shall take place on the fifth Business Day after the new business license of the Project Company issued by the relevant registration authorities having been obtained, and in accordance with the terms and conditions of the Agreement.

## **Management of the Partnership Portfolio**

Before or upon Completion, the Project Company shall appoint or has appointed SXTD Shanghai, Shanghai Fengcheng Hongshou Fang Property Management Co., Ltd.\* (上海豐誠鴻壽坊物業管理有限公司, an indirect wholly owned subsidiary of the Company) and Yuanjian Investment for the provision of services to the Project Company and Partnership Portfolio in respect of asset management, property management and management advisory, respectively.

A call option (“**Call Option**”) has been granted by Hongrui Shouyuan Partnership to Star Harvest to buy back all (but not some) of the equity interests of the Project Company held by Hongrui Shouyuan Partnership. Under the asset management agreement to be entered into among SXTD Shanghai, SODH and the Project Company, starting from 2029, there is an annual performance evaluation mechanism whereby the service income of SXTD Shanghai may be negatively impacted (“**Call Option Triggering Event**”). If, in any financial year starting from 2029 and thereafter, a Call Option Triggering Event occurs, Star Harvest will be entitled to exercise the Call Option within the following financial year. The exercise price will be equal to the amount bringing Hongrui Shouyuan Partnership’s internal rate of return (IRR) of 8% over its investment in the Project Company. No premium is payable by Star Harvest for the grant of the Call Option.

The Call Option provides the Group with an opportunity to consolidate the ownership of the Project Company according to the then market conditions. The Company will comply with the relevant requirements under the Listing Rules on the exercise of the Call Option as and when required.

## **Guarantee**

A separate guarantee agreement will be entered into by SODH, Star Harvest and Hongrui Shouyuan Partnership, pursuant to which, SODH agrees to provide guarantee in favour of Hongrui Shouyuan Partnership and undertake joint liabilities with respect to certain obligations of Star Harvest in connection with the Transactions contemplated under the Agreement until Star Harvest’s obligations thereunder have been satisfied in full.



## **Surplus Cash Commitment**

At the end of each calendar year after Completion, the Project Company shall determine if there is any available cash balance (the “**Surplus Cash**”) and shall distribute the Surplus Cash to its shareholders in the order and manner as stated in the Agreement (provided that such distribution shall not trigger any breach or non-performance of any contract or arrangement to which the Project Company is a party).

In any of the three consecutive 12-month periods from the Completion Date, if the Surplus Cash distributed by the Project Company to Hongrui Shouyuan Partnership does not reach the amount mutually agreed to by Star Harvest and Hongrui Shouyuan Partnership, Star Harvest or its designated Affiliates shall make up the shortfall in cash to Hongrui Shouyuan Partnership within five Business Days (the “**Surplus Cash Commitment**”). The Surplus Cash Commitment shall terminate after the third anniversary of the Completion Date, except that:

- (i) if the overall average occupancy rate of the Partnership Portfolio is less than 85% during the period from the 31st month to the 36th month after the Completion Date, the Surplus Cash Commitment shall extend and terminate after the fourth anniversary of the Completion Date; and
- (ii) if the overall average occupancy rate of the Partnership Portfolio is less than 85% during the period from the 43rd month to the 48th month after the Completion Date, the Surplus Cash Commitment shall extend to an additional one-year period commencing from the fourth anniversary of the Completion Date and ending on the fifth anniversary of the Completion Date.

The Company will issue an undertaking letter to Hongrui Shouyuan Partnership (the “**Undertaking Letter**”), pursuant to which, the Company agrees to pay or procure its Affiliates to pay the outstanding Surplus Cash within fifteen Business Days upon receipt of written notice of Hongrui Shouyuan Partnership, provided that Star Harvest fails to pay the Surplus Cash in accordance with the Agreement.

## **Transfer Restrictions**

Transfer of all or any part of the equity interests in the Project Company held by the parties shall be subject to conventional transfer restrictions such as the Lock-Up Period, the right of first refusal, tag-along right and drag-along right and the Company shall comply with the applicable requirements of the Listing Rules upon the exercise of the right of first refusal, tag-along right and drag-along right.



#### **IV. FINANCIAL IMPACT AND USE OF PROCEEDS FROM THE TRANSACTIONS**

Following Completion, the financial statements of the Project Company and the Partnership Portfolio will cease to be consolidated in those of the Group.

Taking into account the estimated accounts of the Project Company as of 31 December 2023, the Group anticipates that the disposal of 65% equity interests in the Project Company will not result in material gain or loss impact to the Company. After deducting taxes and transaction costs, the total net proceeds from such disposal will be approximately RMB1,199,000,000 (equivalent to approximately HK\$1,319,583,544).

Shareholders and potential investors of the Company should note that the above expectation is for illustrative purpose only. The actual accounting gain or loss in connection with the Transactions may be different from the above and will be determined based on the financial position of the Project Company on the Completion Date.

The Group intends to apply the proceeds from the Transactions to fund the general working capital of the Group.

#### **V. INFORMATION OF THE PARTIES**

##### **1. The Group, SODH and Star Harvest**

The Company, through its subsidiaries and associates, is one of the leading property developers in the PRC. The Group engages principally in the development and redevelopment, sale, leasing, management, and ownership of high-quality residential, office and mixed-use properties in the PRC.

SODH, a direct wholly owned subsidiary of the Company as at the date of this announcement, is incorporated in the Cayman Islands with limited liability and is principally engaged in investment holding and debt financing.

Star Harvest, an indirect wholly owned subsidiary of the Company as at the date of this announcement, is incorporated in Hong Kong and is principally engaged in investment holding.

## 2. **Hongrui Shouyuan Partnership, Shoujia Hongrui Fund and Dajia Investment**

Hongrui Shouyuan Partnership is a limited partnership formed under the laws of the PRC and is principally engaged in consulting management. As at the date of this announcement, Hongrui Shouyuan Partnership is owned as to 0.01% by Yuanjian Investment (being the sole general partner) and as to 99.99% by Shoujia Hongrui Fund (as the sole limited partner). Yuanjian Investment is a company incorporated under the laws of the PRC with limited liability and is principally engaged in investment management.

Shoujia Hongrui Fund is a limited partnership formed under the laws of the PRC and is principally engaged in equity investment holding. Shoujia Hongrui Fund is owned as to 0.08% by Yuanjian Gongchuang (being the sole general partner), and as to 82.56% and 17.36% by Dajia Investment and Shui On Investment (Shanghai) Limited\* (瑞安投資(上海)有限公司) (each being a limited partner), respectively. Yuanjian Gongchuang is a company incorporated under the laws of the PRC with limited liability and is principally engaged in private equity fund management and investment management.

Dajia Investment is a company incorporated under the laws of the PRC with limited liability and is principally engaged in alternative investment and management. As at the date of this announcement, Dajia Investment is a direct wholly owned subsidiary of Dajia Life Insurance Co., Ltd. (大家人壽保險股份有限公司) (“**Dajia Life**”) which is turn indirectly owned as to 98.23% by the Ministry of Finance of the PRC.

To the best of the Directors’ knowledge, information, and belief, having made all reasonable enquiries, each of Hongrui Shouyuan Partnership, Yuanjian Investment, Shoujia Hongrui Fund, Yuanjian Gongchuang and Dajia Investment and their respective ultimate beneficial owners (save and except Shui On Investment (Shanghai) Limited\* (瑞安投資(上海)有限公司) which is an indirect wholly owned subsidiary of the Company) are third parties independent of the Company and its connected persons.

### **3. Project Company and Partnership Portfolio**

The Project Company, a direct wholly owned subsidiary of Star Harvest and an indirect wholly owned subsidiary of the Company, is incorporated in the PRC with limited liability and is principally engaged in property development and construction, operation, and property management within the approved area.

The Partnership Portfolio, commonly known as Hongshoufang Project\* (鴻壽坊項目), represents the land use right of a piece of commercial and office land located in Parcel No. 33, Block 8, Changshou Road Subdistrict, Putuo District, Shanghai, and the buildings, structures. The Partnership Portfolio is designated for commercial and office uses and has a total site area of 15,258 sq.m. and a total above ground gross floor area of 63,363 sq.m.. The Company has engaged Knight Frank Petty Limited as a professional property valuer to conduct valuation on Partnership Portfolio. The valuation of the Partnership Portfolio as at 30 June 2023 is RMB2,583,000,000 (equivalent to approximately HK\$2,842,772,556), which was arrived at with reference to market price of similar completed properties in the comparable areas.

As at 30 June 2023, the unaudited net asset value and total asset value of the Project Company were approximately RMB1,876,000,000 (equivalent to approximately HK\$2,064,669,499) and RMB2,617,000,000 (equivalent to approximately HK\$2,880,191,939), respectively. For the year ended 31 December 2022, the unaudited loss both before and after taxation of the Project Company were approximately RMB183,000,000 (equivalent to approximately HK\$201,404,327) and RMB165,000,000 (equivalent to approximately HK\$181,594,066), respectively. For the year ended 31 December 2021, the unaudited profits both before and after taxation of the Project Company were approximately RMB108,000,000 (equivalent to approximately HK\$118,861,570) and RMB97,000,000 (equivalent to approximately HK\$106,755,299), respectively. The aforementioned financial information of the Project Company was based on its financial statements prepared in accordance with International Financial Reporting Standards.

## **VI. IMPLICATIONS UNDER THE LISTING RULES**

As the highest applicable percentage ratio in respect of the Transactions exceeds 5% but is less than 25%, the Transactions constitute a discloseable transaction of the Company and are subject to announcement requirement but exempt from shareholders' approval requirement under Chapter 14 of the Listing Rules.

As the exercise of the Call Option is at the discretion of Star Harvest, pursuant to Rule 14.75(1) of the Listing Rules, on the grant of the Call Option, only the premium (which is nil) will be taken into consideration for the purpose of classification of the grant of the Call Option under Chapter 14 of the Listing Rules. The Company will comply with the relevant requirements under the Listing Rules on the exercise of the Call Option as and when required.

**Shareholders and potential investors of the Company should note that the Agreement and the Transactions thereunder are subject to a number of conditions which may or may not be fulfilled. Shareholders and potential investors of the Company are reminded to exercise caution when dealing in the securities of the Company.**

## VII. DEFINITIONS

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

- |                                |  |
|--------------------------------|--|
| “Adjusted Final Consideration” | has the meaning as ascribed to it under the paragraph headed “Consideration and Payment” in this announcement;   |
| “Affiliate(s)”                 | in the case of any corporation, entity or person, any other corporation, entity, or person that directly or indirectly controls or be controlled by a party or that is commonly controlled by the other corporations, entities, or persons; in the case of any natural person, the relatives of the person (i.e., child, spouse, sibling or parents) and any entity directly or indirectly controlled by such natural person or the relatives thereof. For the purpose of the Agreement, the Project Company shall not be deemed as an Affiliate of SODH, Star Harvest, Shoujia Hongrui Fund, Hongrui Shouyuan Partnership, Dajia Investment or Yuanjian Gongchuang; |
| “Agreement”                    | the investment framework agreement dated 29 December 2023 entered into among SODH, Star Harvest, Shoujia Hongrui Fund, Hongrui Shouyuan Partnership and the Project Company in relation to, among others, the Transactions;  |

<p>“associate(s)”,  “connected person(s)”,  “subsidiary(ies)” and  “percentage ratio(s)”</p>	<p>each has the meaning ascribed to it under the Listing Rules;</p>
<p>“Board”</p>	<p>the board of Directors of the Company;</p>
<p>“Business Day(s)”</p>	<p>a day on which commercial banks in the PRC and Hong Kong are generally open for business (other than any Saturday, Sunday, and statutory holidays);</p>
<p>“Call Option”</p>	<p>has the meaning as ascribed to it under the paragraph headed “Management of the Partnership Portfolio” in this announcement;</p>
<p>“Call Option Triggering Event”</p>	<p>has the meaning as ascribed to it under the paragraph headed “Management of the Partnership Portfolio” in this announcement;</p>
<p>“Company”</p>	<p>Shui On Land Limited, a company incorporated in the Cayman Islands, whose shares are listed on the Main Board of the Stock Exchange (stock code: 272);</p>
<p>“Completion”</p>	<p>completion of the disposal of 65% equity interests in the Project Company in accordance with the terms and conditions of the Agreement;</p>
<p>“Completion Date”</p>	<p>the date on which Completion takes place;</p>
<p>“Condition(s)”</p>	<p>conditions precedent to the payment of the second instalment of the Initial Consideration contained in the Agreement, details of which are set out in the paragraph headed “Conditions” in this announcement;</p>
<p>“Consideration”</p>	<p>the total consideration payable by Hongrui Shouyuan Partnership for the Transactions, details of which are set out in the paragraph headed “Consideration and Payment” in this announcement;</p>

“Dajia Investment”	Dajia Investment Holding Co., Ltd.* (大家投資控股有限責任公司), a company established in the PRC with limited liability;
“Director(s)”	the director(s) of the Company;
“Final Consideration”	has the meaning as ascribed to it under the paragraph headed “Consideration and Payment” in this announcement;
“Group”	the Company and its subsidiaries;
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong;
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC;
“Hongrui Shouyuan Partnership”	Shanghai Hongrui Shouyuan Consulting Management Partnership (Limited Partnership) * (上海鴻瑞壽遠諮詢管理合夥企業(有限合夥)), a limited partnership formed under the laws of the PRC;
“Initial Consideration”	has the meaning as ascribed to it under the paragraph headed “Consideration and Payment” in this announcement;
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange;
“Lock-Up Period”	a period of five years commencing from the Completion Date, subject to extension upon written agreement by Star Harvest and Hongrui Shouyuan Partnership;
“Long Stop Date”	the date which falls four months after the Signing Date;
“Partnership Portfolio”	the property development project commonly known as Hongshoufang Project* (鴻壽坊項目) carried out on the land situated at Changshou Road, Putuo District, Shanghai, the PRC, details of which are set out in the paragraph headed “Project Company and Partnership Portfolio” in this announcement;

“PRC”	the People’s Republic of China, for the purpose of this announcement, excluding Hong Kong, the Macao Special Administrative Region of the PRC and Taiwan;
“Project Company”	Shanghai Jiu Ze Property Company Limited* (上海九澤置業有限公司), a company incorporated in the PRC with limited liability and an indirect wholly owned subsidiary of the Company as at the date of the announcement;
“RMB”	Renminbi, the lawful currency of the PRC;
“Shares”	ordinary share(s) of US\$0.0025 each in the issued share capital of the Company;
“Shareholders”	holders of Shares;
“Shoujia Hongrui Fund”	Shanghai Shoujia Hongrui Private Equity Investment Fund Partnership Enterprise (Limited Partnership)*(上海壽家鴻瑞私募投資基金合夥企業(有限合夥)), a limited partnership formed under the laws of the PRC;
“Signing Date”	the date of signing of the Agreement, being 29 December 2023;
“SODH”	Shui On Development (Holding) Limited, an exempted company incorporated in the Cayman Islands with limited liability and a direct wholly owned subsidiary of the Company as at the date of this announcement;
“sq.m.”	square metres;
“Star Harvest”	Star Harvest Development Limited, a company incorporated in Hong Kong with limited liability and an indirect wholly owned subsidiary of the Company as at the date of this announcement;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“Surplus Cash”	has the meaning as ascribed to it under the paragraph headed “Surplus Cash Commitment” in this announcement;
“Surplus Cash Commitment”	has the meaning as ascribed to it under the paragraph headed “Surplus Cash Commitment” in this announcement;



“SXTD Shanghai”	Shui On Xintiandi Commercial Management Ltd.* (瑞安新天地(上海)商業管理有限公司), an indirect wholly owned subsidiary of the Company as at the date of this announcement;
“Transactions”	the entering into of the Agreement, together with the transactions contemplated thereunder;
“Undertaking Letter”	has the meaning as ascribed to it under the paragraph headed “Surplus Cash Commitment” in this announcement;
“US\$”	United States dollars, the lawful currency of the United States of America;
“Yuanjian Gongchuang”	Yuanjian Gongchuang Capital Management Co., Ltd.* (遠見共創資本管理有限公司), a company established in the PRC with limited liability and an Affiliate of Shoujia Hongrui Fund;
“Yuanjian Investment”	Tianjin Yuanjian Innovation Investment Management Co., Ltd.* (天津遠見創新投資管理有限公司), a company established in the PRC with limited liability and an Affiliate of Shoujia Hongrui Fund; and
“%”	per cent.

\* For identification purpose only

*For the purpose of this announcement and for illustration purpose only, conversion of HK\$ to RMB is based on the exchange rate of HK\$1.00 = RMB0.90862. No representation is made that any amounts in RMB have been or could be converted at the above rate or at any other rates.*

By Order of the Board  
**Shui On Land Limited**  
**Vincent H. S. LO**  
*Chairman*

Hong Kong, 29 December 2023

*At the date of this announcement, the executive directors of the Company are Mr. Vincent H. S. LO (Chairman), Ms. Stephanie B. Y. LO, Ms. Jessica Y. WANG (Chief Executive Officer), and Mr. Douglas H. H. SUNG (Chief Financial Officer and Chief Investment Officer); and the independent non-executive directors of the Company are Professor Gary C. BIDDLE, Dr. Roger L. McCARTHY, Mr. Anthony J. L. NIGHTINGALE, Mr. Shane S. TEDJARATI, Ms. Ya Ting WU, Mr. Albert K. P. NG, Mr. Gregory K. L. SO, and Ms. Randy W. S. LAI.*