

Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this announcement, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this announcement.

YIDA 亿达

YIDA CHINA HOLDINGS LIMITED

億達中國控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 3639)

**VERY SUBSTANTIAL ACQUISITION
IN RELATION TO THE ACQUISITION OF EQUITY INTERESTS IN
AND RELATED LOANS OF THE TARGET COMPANY**

THE ACQUISITION AGREEMENTS

The Board is pleased to announce that on 14 November 2017 (after trading hours of the Stock Exchange):

- (i) the Company, the Purchaser (a wholly-owned subsidiary of the Company), Vendor A and Vendor A Guarantor entered into the First Acquisition Agreement in relation to the First Acquisition; and
- (ii) the Company, the Purchaser, Vendor B and Vendor B Guarantor entered into the Second Acquisition Agreement in relation to the Second Acquisition.

As at the date of this announcement, each of the Purchaser, Vendor A and Vendor B held approximately 10.3%, 61.5% and 28.2%, respectively, of the equity interests in Target Company. After the completion of the Acquisitions, the Purchaser will hold 100% of the equity interests in the Target Company, and the Target Company will become a wholly-owned subsidiary of the Company, with its financial results consolidated into the Group's consolidated financial results.

LISTING RULES IMPLICATION

As the highest applicable percentage ratio in respect of the Acquisitions, when aggregated, exceeds 100%, the transactions contemplated under the Acquisition Agreements will constitute a very substantial acquisition of the Company pursuant to Rule 14.06(5) of the Listing Rules and is therefore subject to the notification, announcement and Shareholders' approval requirements under the Listing Rules.

The EGM will be convened for the Shareholders to consider, and if though fit, to approve, among other matters the Acquisition Agreements and the respective transactions contemplated thereunder. To the best of the knowledge, information and belief of the Directors having made all reasonable enquiries, no Shareholder is required to abstain from voting on the resolutions in respect of the Acquisition Agreements and the transactions contemplated thereunder.

DESPATCH OF THE CIRCULAR

A circular containing, amongst other things, further details about the Acquisition Agreements and the Acquisitions as well as any other information required to be disclosed under the Listing Rules, will be despatched by the Company to the Shareholders. As it is expected that additional time will be required to prepare the relevant information to be included in the circular, the Company expects that the circular will be despatched to the Shareholders on or before 4 December 2017.

Shareholders and potential investors should note that completion of the Acquisitions are subject to the fulfillment or waiver (as the case may be) of the respective conditions precedent under the Acquisition Agreements and the entering into of the Acquisitions Agreements and the transactions contemplated thereunder may or may not proceed to their respective completion. Shareholders and potential investors are reminded to exercise caution when dealing in the securities of the Company.

INTRODUCTION

The Board is pleased to announce that on 14 November 2017 (after trading hours of the Stock Exchange):

- (i) the Company, the Purchaser (a wholly-owned subsidiary of the Company), Vendor A and Vendor A Guarantor entered into the First Acquisition Agreement in relation to the First Acquisition; and
- (ii) the Company, the Purchaser, Vendor B and Vendor B Guarantor entered into the Second Acquisition Agreement in relation to the Second Acquisition.

As at the date of this announcement, each of the Purchaser, Vendor A and Vendor B held approximately 10.3%, 61.5% and 28.2%, respectively, of the equity interests in Target Company. After the completion of the Acquisitions, the Target Company will become a wholly-owned subsidiary of the Company, with its financial results consolidated into the Group's consolidated financial results.

FIRST ACQUISITION AGREEMENT

The principal terms of the First Acquisition Agreement are as follow:

Date: 14 November 2017

Parties:

- (1) the Purchaser;
- (2) the Company (as a guarantor of the Purchaser's obligation under the First Acquisition Agreement);
- (3) Vendor A; and
- (4) Vendor A Guarantor (as a guarantor of Vendor A's obligation under the First Acquisition Agreement).

As at the date of this announcement and save as disclosed in this announcement, to the best of the knowledge, information and belief of the Directors after having made all reasonable enquiries, each of Vendor A and Vendor A Guarantor and their respective ultimate beneficial owner(s) is an Independent Third Party.

Subject Matter

Pursuant to the First Acquisition Agreement:

- (a) the Purchaser has conditionally agreed to acquire, and Vendor A has conditionally agreed to sell (i) all of Vendor A's interests in Sale Shares A, representing approximately 61.5% of the total issued share capital of the Target Company, and (ii) all of Vendor A's benefits of and interests in Vendor A Offshore Loans;
- (b) Vendor A shall procure the transfer of the benefits of and interests in the Vendor A Onshore Loans from Vendor A Group to the Group; and
- (c) the Purchaser shall procure the repayment by the Target Group of the First Acquisition Onshore Target Group Debts out of the Target Group's operating funds.

Consideration and Debt Repayment

The First Acquisition Consideration, comprising the consideration for the First Acquisition and the debt repayment amount, is RMB3,160 million (equivalent to approximately HK\$3,717.6 million), which includes:

- (a) a sum of approximately RMB2,871.8 million (equivalent to approximately HK\$3,378.6 million) being the consideration payable to Vendor A for the First Acquisition, comprising:
 - (i) an amount of RMB3,186 (equivalent to approximately HK\$3,748) for Sale Shares A;
 - (ii) an amount of approximately RMB1,804.4 million (equivalent to approximately HK\$2,122.8 million) for Vendor A Offshore Loans (together with the amount for Sale Shares A in sub-paragraph (i) above, the “**First Acquisition Offshore Consideration**”);
 - (iii) an amount of approximately RMB1,067.4 million (equivalent to approximately HK\$1,255.8 million) for the Vendor A Onshore Loans; and
- (b) an amount of approximately RMB288.2 million (equivalent to approximately HK\$339.1 million) for the repayment of the First Acquisition Onshore Target Group Debts.

The First Acquisition Consideration shall be paid and settled, or procured to be paid and settled, by the Purchaser in cash in the following manner:

- (a) an amount of RMB10 million (equivalent to approximately HK\$11.8 million) was paid as earnest money to Vendor A prior to the date of the First Acquisition Agreement and retained by Vendor A as a portion of the First Acquisition Deposit and shall be applied as part of the First Acquisition Consideration upon First Acquisition Completion;
- (b) an amount of approximately RMB333.6 million (equivalent to approximately HK\$392.5 million) shall be paid as remaining portion of the First Acquisition Deposit to Vendor A within three (3) business days of the signing of the First Acquisition Agreement and shall be applied as part of the First Acquisition Consideration upon First Acquisition Completion;
- (c) an amount of approximately RMB364.9 million (equivalent to approximately HK\$429.3 million), together with an amount of up to approximately RMB77.9 million (equivalent to approximately HK\$91.6 million), subject to cash balance available on the books of the members of the Target Group in the PRC, shall be paid or settled at First Acquisition Completion;

- (d) an amount of approximately RMB212.6 million (equivalent to approximately HK\$250.1 million) shall be paid or settled after First Acquisition Completion and by 29 December 2017;
- (e) a cumulative amount not lower than approximately RMB1,672.6 million (equivalent to approximately HK\$1,967.8 million) of the First Acquisition Consideration (including those described in paragraphs (a) to (d) above) shall be paid or settled within six (6) months after First Acquisition Completion; and
- (f) the balance of the First Acquisition Consideration shall be paid or settled within twelve (12) months after First Acquisition Completion.

With respect to the outstanding First Acquisition Offshore Consideration as at the First Acquisition Completion Date (the “**First Acquisition Deferred Payment**”), a simple annual interest of 5% (calculated daily) shall accrue starting from the First Acquisition Completion Date till the dates of actual payment of the relevant portion of the First Acquisition Deferred Payment. As security for the payment of the First Acquisition Deferred Payment, the Purchaser shall on First Acquisition Completion issue to Vendor A a promissory note for an amount equivalent to First Acquisition Deferred Payment and carrying the aforesaid interest. Upon the repayment of any portion of the First Acquisition Deferred Payment (including the associated interest), a corresponding amount shall be reduced from the Purchaser’s payment obligations under the aforesaid promissory note, and the Purchaser may issue a new promissory note with the outstanding balance of the First Acquisition Deferred Payment to replace and exchange for the old promissory note.

Conditions Precedent

First Acquisition Completion shall be conditional upon, among other things, the following conditions having been fulfilled or waived:

- (a) the respective fundamental warranties given by the Purchaser and Vendor A under the First Acquisition Agreement being true and accurate and not misleading as at the First Acquisition Completion Date;
- (b) Vendor A having performed all of its fundamental obligations under the First Acquisition Agreement on or before First Acquisition Completion, save where the breach of such obligations do not lead to a material adverse effect;
- (c) the approval of Shareholders for the First Acquisition and the transactions contemplated thereunder having been obtained by the Company in accordance with the Listing Rules;

- (d) the approval of shareholders of Vendor A Guarantor for the First Acquisition and the transactions contemplated thereunder having been obtained by Vendor A Guarantor in accordance with the Listing Rules;
- (e) there being no occurrence or finding that any of the relevant properties under Dalian Tiandi Project are subject to governmental requisitions, change of control or any encumbrances, or subject to any losses resulting in a material adverse effect since the date of the First Acquisition Agreement;
- (f) the Purchaser having fully paid the First Acquisition Deposit in accordance with terms of the First Acquisition Agreement;
- (g) the approval of the relevant financial institutions having been obtained for the First Acquisition and the transactions contemplated thereunder, including that for:
 - (i) the transfer of the Vendor A Onshore Loans from Vendor A Group to the Group; and
 - (ii) the release of the relevant guarantees provided by the Vendor A Group in favour the Target Group;
- (h) the approval of Mitsui having been obtained for the release of the Mitsui Guarantee or for the withdrawal of Mitsui from the relevant contractual arrangement with the Target Group; and
- (i) the entering into of a supplemental agreement with respect to certain cooperation and development agreement between the Target Group and an independent third party in relation to the development of a school on the project site of the Dalian Tiandi Project.

First Acquisition Completion

First Acquisition Completion shall take place on the second business day after the date on which all of the conditions are satisfied or, if applicable, waived in accordance with the First Acquisition Agreement, or on such other date as agreed between Vendor A and the Purchaser in writing.

Guarantees

The Company guarantees to Vendor A the performance by the Purchaser of its obligations under the First Acquisition Agreement until the Purchaser's obligations thereunder have been satisfied in full.

Vendor A Guarantor guarantees to the Purchaser the performance by Vendor A of its obligations under the First Acquisition Agreement until Vendor A's obligations thereunder have been satisfied in full.

SECOND ACQUISITION AGREEMENT

The principal terms of the Second Acquisition Agreement are as follow:

Date: 14 November 2017

Parties:

- (1) the Purchaser;
- (2) the Company (as a guarantor of the Purchaser's obligation under the Second Acquisition Agreement);
- (3) Vendor B; and
- (4) Vendor B Guarantor (as a guarantor of Vendor B's obligation under the Second Acquisition Agreement).

As at the date of this announcement and save as disclosed in this announcement, to the best of the knowledge, information and belief of the Directors after having made all reasonable enquiries, each of Vendor B and Vendor B Guarantor and their respective ultimate beneficial owner(s) is an Independent Third Party.

Subject Matter

Pursuant to the Second Acquisition Agreement:

- (a) the Purchaser has conditionally agreed to acquire, and Vendor B has conditionally agreed to sell (i) all of Vendor B's interests in Sale Shares B, representing approximately 28.2% of the total issued share capital of the Target Company; and (ii) all of Vendor B's benefits of and interests in Vendor B Offshore Loans;
- (b) Vendor B shall procure the transfer of the benefits of and interests in the Vendor B Onshore Loans from Vendor B Group to the Group; and
- (c) the Purchaser shall procure the repayment by the Target Group of the Second Acquisition Onshore Target Group Debts out of the Target Group's operating funds.

Consideration and Debt Repayment

The Second Acquisition Consideration, comprising the consideration for the Second Acquisition and the debt repayment amount, is RMB1,300 million (equivalent to approximately HK\$1,529.4 million), which includes:

- (a) a sum of approximately RMB1,201.6 million (equivalent to approximately HK\$1,413.6 million) being the consideration payable to Vendor B for the Second Acquisition, comprising:
 - (i) an amount of RMB1,460 (equivalent to approximately HK\$1,718) for Sale Shares B;
 - (ii) an amount of approximately RMB743.0 million (equivalent to approximately HK\$874.1 million) for Vendor B Offshore Loans (together with the amount for Sale Shares B in sub-paragraph (i) above, the “**Second Acquisition Offshore Consideration**”);
 - (iii) an amount of approximately RMB458.6 million (equivalent to approximately HK\$539.5 million) for the Vendor B Onshore Loans; and
- (b) an amount of approximately RMB98.4 million (equivalent to approximately HK\$115.8 million) for the repayment of the Second Acquisition Onshore Target Group Debts.

The Second Acquisition Consideration shall be paid and settled, or procured to be paid and settled, by the Purchaser in cash in the following manner:

- (a) an amount of RMB10 million (equivalent to approximately HK\$11.8 million) was paid by the Purchaser as earnest money to Vendor B prior to the date of the Second Acquisition Agreement and was retained by Vendor B as a portion of the Second Acquisition Deposit and shall be applied as part of the Second Acquisition Consideration upon Second Acquisition Completion;
- (b) an amount of approximately RMB131.4 million (equivalent to approximately HK\$154.6 million) shall be paid by the Purchaser as remaining portion of the Second Acquisition Deposit to Vendor B within three (3) business days of the signing of the Second Acquisition Agreement and shall be applied as part of the Second Acquisition Consideration upon Second Acquisition Completion;
- (c) an amount of approximately RMB150.1 million (equivalent to approximately HK\$176.6 million), together with an amount of up to approximately RMB32.1 million (equivalent to approximately HK\$37.8 million) shall be paid or settled at Second Acquisition Completion;

- (d) an amount of approximately RMB87.4 million (equivalent to approximately HK\$102.8 million) shall be paid or settled after Second Acquisition Completion and by 29 December 2017;
- (e) a cumulative amount not lower than approximately RMB737.4 million (equivalent to approximately HK\$867.5 million) of the Second Acquisition Consideration (including those described in paragraphs (a) to (d) above) shall be paid or settled within six (6) months after Second Acquisition Completion; and
- (f) the balance of the Second Acquisition Consideration shall be paid or settled within twelve (12) months after Second Acquisition Completion.

With respect to any outstanding Second Acquisition Offshore Consideration as at the Second Acquisition Completion Date (the “**Second Acquisition Deferred Payment**”), a simple annual interest of 5% (calculated daily) shall accrue starting from the Second Acquisition Completion Date till the dates of actual payment of the relevant portion of the Second Acquisition Deferred Payment. As security for the payment of the Second Acquisition Deferred Payment, the Purchaser shall on Second Acquisition Completion issue to Vendor B a promissory note for an amount equivalent to Second Acquisition Deferred Payment and carrying the aforesaid interest. Upon the repayment of any portion of the Second Acquisition Deferred Payment (including the associated interest), a corresponding amount shall be reduced from the Purchaser’s payment obligations under the aforesaid promissory note, and the Purchaser may issue a new promissory note with the outstanding balance of the Second Acquisition Deferred Payment to replace and exchange for the old promissory note.

Conditions Precedent

Second Acquisition Completion shall be conditional upon, among other things, the following conditions having been fulfilled or waived:

- (a) the respective fundamental warranties given by the Purchaser and Vendor B under the Second Acquisition Agreement being true and accurate and not misleading as at the Second Acquisition Completion Date;
- (b) Vendor B having performed all of its fundamental obligations under the Second Acquisition Agreement on or before Second Acquisition Completion, save where the breach of such obligations do not lead to a material adverse effect;
- (c) the approval of Shareholders for the Second Acquisition and the transactions contemplated thereunder having been obtained by the Company in accordance with the Listing Rules;

- (d) the approval of shareholders of Vendor B Guarantor for the Second Acquisition and the transactions contemplated thereunder having been obtained by Vendor B Guarantor in accordance with the Listing Rules;
- (e) there being no occurrence or finding that any of the relevant properties under Dalian Tiandi Project are subject to governmental requisitions, change of control or any encumbrances, or subject to any losses resulting in a material adverse effect since the date of the Second Acquisition Agreement;
- (f) the Purchaser having fully paid the Second Acquisition Deposit in accordance with terms of the Second Acquisition Agreement;
- (g) the approval of the relevant financial institutions having been obtained for the Second Acquisition and the transactions contemplated thereunder, including that for the release of the relevant guarantees provided by the Vendor B Group in favour the Target Group;
- (h) the approval of Mitsui having been obtained for the release of the Mitsui Guarantee or for the withdrawal of Mitsui from the relevant contractual arrangement with the Target Group; and
- (i) the entering into of a supplemental agreement with respect to certain cooperation and development agreement between the Target Group and an independent third party in relation to the development of a school on the project site of the Dalian Tiandi Project.

Second Acquisition Completion

Second Acquisition Completion shall take place on the second business day after the date on which all of the conditions are satisfied or, if applicable, waived in accordance with the Second Acquisition Agreement, or on such other date as agreed between Vendor B and the Purchaser in writing.

Guarantees

The Company guarantees to Vendor B the performance by the Purchaser of its obligations under the Second Acquisition Agreement until the Purchaser's obligations thereunder have been satisfied in full.

Vendor B Guarantor guarantees to the Purchaser the performance by Vendor B of its obligations under the Second Acquisition Agreement until Vendor B's obligations thereunder have been satisfied in full.

BASIS OF DETERMINATION OF CONSIDERATION

Each of the First Acquisition Consideration and the Second Acquisition Consideration was arrived at after arm's length negotiations between the Purchaser and Vendor A and Vendor B, respectively, on normal commercial terms and taken into consideration of the respective cash investment made by the Vendor A Group and Vendor B Group in the Target Group.

The First Acquisition Consideration and the Second Acquisition Consideration will be respectively funded by the internal financial resources and/or bank or other borrowings of the Group.

REASONS FOR THE ACQUISITIONS

The Dalian Tiandi Project includes various offices, residential, commercial and retail properties components, and the undeveloped land plots under the project have met the relevant conditions to begin construction. The Directors believe that, through horizontal consolidation of resources, the Group will be able to rapidly increase its saleable resources and realise sales return. At the same time, the Acquisitions will help the Group to increase its capability in business park development and operations. The Acquisitions will also enable the Group to further optimize its regional assets, increase the Group's operational efficiency in the Dalian business park district, and increase the Group's portfolio of high quality property reserve.

Accordingly, the Directors consider that the each of the Acquisitions are carried out on normal commercial terms which are fair and reasonable and is in the interests of the Shareholders as a whole.

IRREVOCABLE UNDERTAKINGS BY CONTROLLING SHAREHOLDER

Jiayou (International) Investment Limited, the controlling shareholder of the Company who holds 1,578,751,750 shares, representing approximately 61.1% of the existing issued and paid-up capital of the Company as at the date of this announcement, has irrevocably undertaken to vote in favour of the resolutions to be proposed at the EGM to approve the Acquisitions and the respective transactions contemplated thereunder.

INFORMATION ON THE VENDORS, THE VENDOR GUARANTORS AND THE TARGET GROUP

Vendor A and Vendor A Guarantor

Vendor A is a company incorporated in BVI with limited liability with the principal activity of investment holding, and is a wholly-owned subsidiary of Shui On Land.

Vendor A Guarantor is an exempted company incorporated in the Cayman Islands with limited liability with the principal activity of investment holding and debt financing and is a wholly-owned subsidiary of Shui On Land. Shui On Land, together with its subsidiaries, is one of the leading property developers in the PRC and principally engages in the development, sale, leasing, management and ownership of high-quality residential, office, retail, entertainment and cultural properties in the PRC.

Vendor B and Vendor B Guarantor

Vendor B is a company incorporated in BVI with limited liability with the principal activity of investment holding, and is a wholly-owned subsidiary of Vendor B Guarantor.

Vendor B Guarantor is a company incorporated in Bermuda with limited liability, whose shares are listed on the main board of the Stock Exchange. Vendor B Guarantor, together with its subsidiaries, principally engages in the property development and investment, and asset management in the PRC, and construction in Hong Kong and Macau.

The Target Group

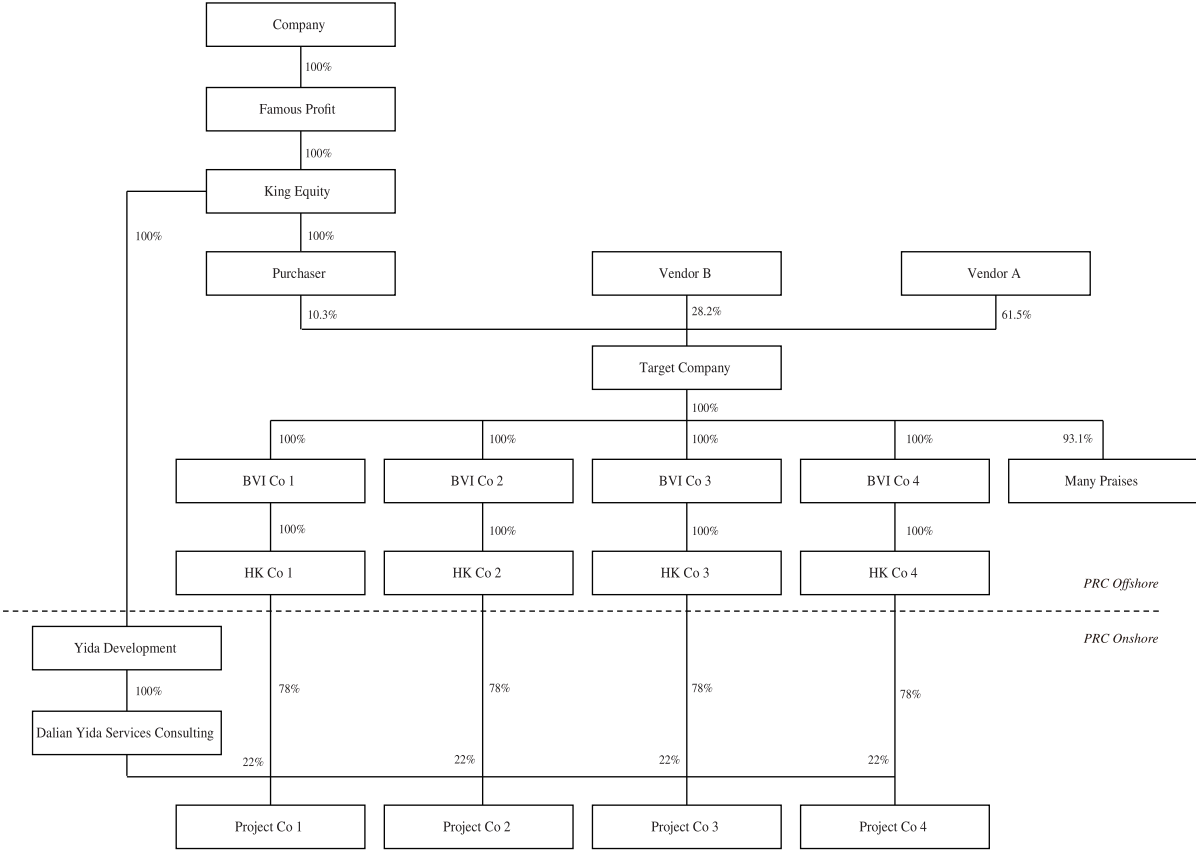
The Target Company is a company incorporated in BVI with limited liability with the principal activity of investment holding. As at the date of this announcement, each of the Purchaser, Vendor A and Vendor B held approximately 10.3%, 61.5% and 28.2%, of the equity interests in Target Company.

The Target Group was formed in 2007 for the development and operation of the Dalian Tiandi Project, which is a property development and investment project jointly developed and operated by the Group, Vendor A Group and Vendor B Group, being a large-scale integrated development in Dalian, the PRC, with an estimated developable gross floor area of approximately three million square metres comprising offices, residential, commercial and retail properties, hotels and educational facilities.

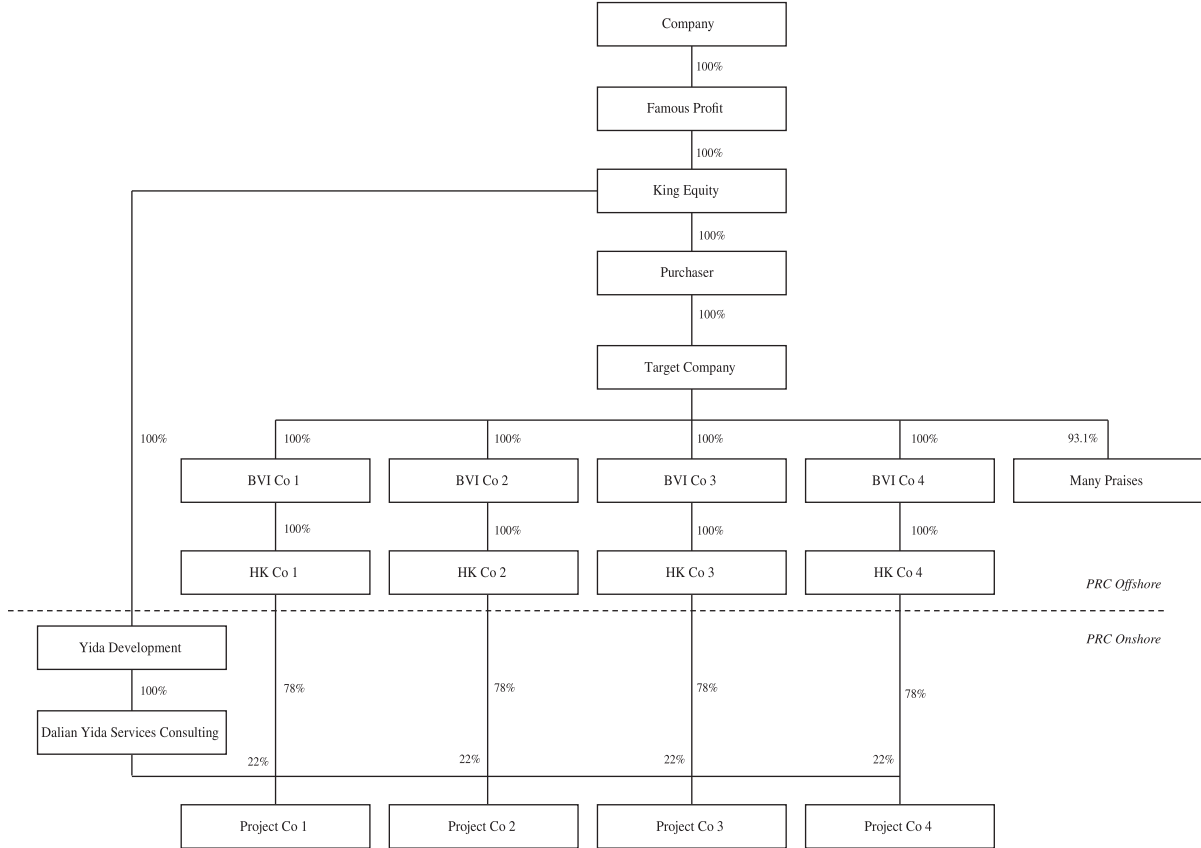
As at the date of this announcement, the Target Company holds through its subsidiaries a 78% interest in the Dalian Tiandi Project, with the remaining 22% interest in Dalian Tiandi Project held by the Group. After the completion of the Acquisitions, the Purchaser will hold 100% of the equity interests in the Target Company and the Group will hold, through its subsidiaries, a 100% interest in the Dalian Tiandi Project.

Shareholding Structure of the Target Group

Set out below is the shareholding structure of the Target Group as at the date of this announcement:



Set out below is the shareholding structure of the Target Group immediately after First Acquisition Completion and Second Acquisition Completion:



Financial Information of the Target Group

Based on the latest financial information available to the Company, the table set out below is a summary of financial information of the Target Group as extracted from its audited financial information for the years ended 31 December 2015 and 31 December 2016:

	Year ended 31 December 2015 RMB'000 (audited)	Year ended 31 December 2016 RMB'000 (audited)
Loss Before Tax	691,480	681,476
Loss After Tax	598,824	569,744

As at 30 June 2017, the unaudited consolidated net asset value of the Target Group was approximately RMB1,230 million.

INFORMATION ON THE PURCHASER AND THE GROUP

The Purchaser is a company incorporated in BVI with limited liability, and is a wholly-owned subsidiary of the Company with the principal activity of investment holding.

The Group is principally involved in property development, property investment, business park operation and management, property construction, decoration and landscaping and property management in Dalian, Wuhan, Shenyang, Beijing, Shanghai, Tianjin, Zhengzhou, Hefei, Xi'an, Suzhou, Hangzhou, Shenzhen, Changsha and Chengdu, the PRC.

LISTING RULES IMPLICATION

As the highest applicable percentage ratio in respect of the Acquisitions, when aggregated, exceeds 100%, the transactions contemplated under the Acquisition Agreements will constitute a very substantial acquisition of the Company pursuant to Rule 14.06(5) of the Listing Rules and is therefore subject to the notification, announcement and Shareholders' approval requirements under the Listing Rules.

The EGM will be convened for the Shareholders to consider, and if though fit, to approve, among other matters the Acquisition Agreements and the respective transactions contemplated thereunder. To the best of the knowledge, information and belief of the Directors having made all reasonable enquiries, no Shareholder is required to abstain from voting on the resolutions in respect of the Acquisition Agreements and the transactions contemplated thereunder.

DESPATCH OF THE CIRCULAR

A circular containing, amongst other things, further details about the Acquisition Agreements and the Acquisitions as well as any other information required to be disclosed under the Listing Rules, will be despatched by the Company to the Shareholders. As it is expected that additional time will be required to prepare the relevant information to be included in the circular, the Company expects that the circular will be despatched to the Shareholders on or before 4 December 2017.

Shareholders and potential investors should note that completion of the Acquisitions are subject to the fulfillment or waiver (as the case may be) of the respective conditions precedent under the Acquisition Agreements and the entering into of the Acquisitions Agreements and the transactions contemplated thereunder may or may not proceed to their respective completion. Shareholders and potential investors are reminded to exercise caution when dealing in the securities of the Company.

DEFINITIONS

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

“Acquisition Agreements”	the First Acquisition Agreement and the Second Acquisition Agreement
“Acquisitions”	the First Acquisition and the Second Acquisition
“Board”	the board of Directors
“BVI”	British Virgin Islands
“BVI Co 1”	Teamachieve Holdings Limited, a company incorporated in BVI with limited liability
“BVI Co 2”	Tennick Holdings Limited, a company incorporated in BVI with limited liability
“BVI Co 3”	Timeglobe Holdings Limited, a company incorporated in BVI with limited liability
“BVI Co 4”	Hopeful Zone Investments Limited, a company incorporated in BVI with limited liability
“Company”	Yida China Holdings Limited, a company incorporated in the Cayman Islands with limited liability, whose shares are listed on the main board of the Stock Exchange (stock code: 3639)
“Dalian Tiandi Project”	the Dalian Tiandi property development project jointly developed and operated by the Group, Vendor A Group and Vendor B Group, being a large-scale integrated development in Dalian, the PRC, with an estimated developable gross floor area of approximately three million square metres comprising offices, residential, commercial and retail properties, hotels and educational facilities
“Dalian Yida Services Consulting”	Dalian Yida Services Consulting Co., Limited* (大連億達服務諮詢有限公司), a company incorporated in the PRC with limited liability
“Directors”	Directors of the Company

“EGM”	the extraordinary general meeting to be convened by the Company for the purpose of considering, if thought fit, approving the Acquisition Agreements and the respective transactions contemplated thereunder
“Famous Profit”	Famous Profit International Limited, a company incorporated in BVI with limited liability
“First Acquisition”	the proposed acquisition of Sale Shares A and Vendor A Offshore Loans by the Purchaser in accordance with the terms of the First Acquisition Agreement
“First Acquisition Agreement”	the acquisition agreement dated 14 November 2017 entered into by the Company, the Purchaser, Vendor A and Vendor A Guarantor in relation to the First Acquisition
“First Acquisition Completion”	completion of the First Acquisition in accordance with the terms of the First Acquisition Agreement
“First Acquisition Completion Date”	the date of First Acquisition Completion
“First Acquisition Consideration”	the aggregate consideration payable and debt repayment amount under the First Acquisition Agreement
“First Acquisition Deferred Payment”	has the meaning given to it in the section of this announcement titled “FIRST ACQUISITION AGREEMENT — Consideration”
“First Acquisition Deposit”	the sum of RMB343.6 million (equivalent to approximately HK\$404.2 million), which will form part of the First Acquisition Consideration subject to First Acquisition Completion

“First Acquisition Onshore Target Group Debts”	the loans and debts owed from the Target Group to Vendor A Group in the PRC in an aggregate amount of approximately RMB288.2 million (equivalent to approximately HK\$339.1 million) at the date of the First Acquisition Agreement, to be repaid to Vendor A Group by the Target Group in accordance with the terms of the First Acquisition Agreement
“First Acquisition Offshore Consideration”	has the meaning given to it in the section of this announcement titled “FIRST ACQUISITION AGREEMENT — Consideration”
“Group”	the Company and its subsidiaries
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“HK Co 1”	Asia Great Investment Limited (國佳投資有限公司), a company incorporated in Hong Kong with limited liability
“HK Co 2”	Charmful Investment Limited (昌發投資有限公司), a company incorporated in Hong Kong with limited liability
“HK Co 3”	Garco Investment Limited (嘉高投資有限公司), a company incorporated in Hong Kong with limited liability
“HK Co 4”	Sinoco Investment Limited (統高投資有限公司), a company incorporated in Hong Kong with limited liability
“Independent Third Party”	a person independent of the Company and its connected persons (as defined in the Listing Rules)
“King Equity”	King Equity Holdings Limited, a company incorporated in Hong Kong with limited liability
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange

“Long Stop Date”	29 December 2017 or such other date as may be agreed by the respective parties to the First Acquisition Agreement and the Second Acquisition Agreement, as applicable
“Many Praises”	Many Praises Dalian Limited, a company incorporated in the Cayman Islands with limited liability, which was held as approximately 93.1% by the Target Company, and approximately 6.9% by Mitsui as at the date of this announcement
“Macau”	the Macao Special Administrative Region of the People’s Republic of China
“Mitsui”	Mitsui Fudosan Residential Co. Ltd., a company incorporated in Japan with limited liability, which is an Independent Third Party
“Mitsui Guarantee”	the corporate guarantee executed by the Company in favour of Mitsui on 28 February 2011 (as supplemented from time to time)
“PRC”	the People’s Republic of China, which for the purpose of this announcement, shall exclude Hong Kong, Macau Special Administrative Region of the PRC and Taiwan
“Project Co 1”	Dalian Qiantong Technology Development Co., Limited* (大連乾通科技發展有限公司), a company incorporated in the PRC with limited liability
“Project Co 2”	Dalian Ruisheng Software Development Co., Limited* (大連瑞聖軟件發展有限公司), a company incorporated in the PRC with limited liability
“Project Co 3”	Dalian Delan Software Development Co., Limited* (大連德蘭軟件發展有限公司), a company incorporated in the PRC with limited liability
“Project Co 4”	Dalian Jiadao Technology Development Co., Limited* (大連嘉道科技發展有限公司), a company incorporated in the PRC with limited liability

“Purchaser”	Many Gain International Limited, a company incorporated in BVI with limited liability and a wholly-owned subsidiary of the Company
“RMB”	Renminbi, the lawful currency of the PRC
“Sale Shares A”	480 ordinary shares of the Target Company, representing approximately 61.5% of the issued share capital of the Target Company as at the date of this announcement and the First Acquisition Completion Date
“Sale Shares B”	220 ordinary shares of the Target Company, representing approximately 28.2% of the issued share capital of the Target Company as at the date of this announcement and the Second Acquisition Completion Date
“Second Acquisition”	the proposed acquisition of Sale Shares B and Vendor B Offshore Loans by the Purchaser in accordance with the terms of the Second Acquisition Agreement
“Second Acquisition Agreement”	the acquisition agreement dated 14 November 2017 entered into by the Company, the Purchaser, Vendor B and Vendor B Guarantor in relation to the Second Acquisition
“Second Acquisition Completion”	completion of the Second Acquisition in accordance with the terms of the Second Acquisition Agreement
“Second Acquisition Completion Date”	the date of Second Acquisition Completion
“Second Acquisition Consideration”	the aggregate consideration payable and debt repayment amount under the Second Acquisition Agreement
“Second Acquisition Deferred Payment”	has the meaning given to it in the section of this announcement titled “SECOND ACQUISITION AGREEMENT — Consideration”

“Second Acquisition Deposit”	the sum of approximately RMB141.4 million (equivalent to approximately HK\$166.4 million), which will form part of the Second Acquisition Consideration subject to Second Acquisition Completion
“Second Acquisition Offshore Consideration”	has the meaning given to it in the section of this announcement titled “SECOND ACQUISITION AGREEMENT — Consideration”
“Second Acquisition Onshore Target Group Debts”	the loans and debts owed by the Target Group to Vendor B Group in the PRC in an aggregate amount of approximately RMB98.4 million (equivalent to approximately HK\$115.8 million) at the date of the Second Acquisition Agreement, to be repaid to Vendor B Group by the Target Group in accordance with the terms of the Second Acquisition Agreement
“Shareholder(s)”	holder(s) of the Share(s)
“Shui On Land”	Shui On Land Limited, a company incorporated in the Cayman Islands with limited liability, whose shares are listed on the main board of the Stock Exchange (stock code: 272)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Target Company”	Richcoast Group Limited (富岸集團有限公司*), a company incorporated in BVI with limited liability
“Target Group”	the Target Company and its subsidiaries
“Vendor A”	Innovate Zone Group Limited 創域集團有限公司, a company incorporated in BVI with limited liability, and a wholly-owned subsidiary of Shui On Land
“Vendor A Group”	Vendor A, its parent company and their respective subsidiaries and affiliates (excluding the Target Group)
“Vendor A Guarantor”	Shui On Development (Holding) Limited, an exempted company incorporated in the Cayman Islands with limited liability and a wholly-owned subsidiary of Shui On Land

“Vendor A Offshore Loans”	the entire amount of the shareholder’s loan owing by the Target Company to Vendor A as at the First Acquisition Completion Date, which was approximately RMB2,007.2 million (equivalent to approximately \$HK2,361.4 million) as at the date of the First Acquisition Agreement
“Vendor A Onshore Loans”	certain onshore loans in the aggregate principal amount of approximately RMB1,164.1 million (equivalent to approximately HK\$1,369.5 million) granted by Vendor A Group to the Target Group, the benefits of and interests in which shall be transferred from Vendor A Group to the Group in accordance with the terms of the First Acquisition Agreement
“Vendor B”	Main Zone Group Limited (明域集團有限公司*), a company incorporated in BVI with limited liability, and a wholly-owned subsidiary of Vendor B Guarantor
“Vendor B Group”	Vendor B, its parent company and their respective subsidiaries and affiliates (excluding the Target Group)
“Vendor B Guarantor”	SOCAM Development Limited, a company incorporated in Bermuda with limited liability, whose shares are listed on the main board of the Stock Exchange (stock code: 983)
“Vendor B Offshore Loans”	the entire amount of the shareholder’s loans owing by the Target Company to Vendor B as at the Second Acquisition Completion Date, which was approximately RMB743.0 million (equivalent to approximately HK\$874.1 million) as at the date of the Second Acquisition Agreement
“Vendor B Onshore Loans”	certain onshore loans in the aggregate principal amount of approximately RMB505.5 million (equivalent to approximately HK\$594.7 million) granted by Vendor B Group to the Target Group, the benefits of and interests in which shall be transferred from Vendor B Group to the Group in accordance with the terms of the Second Acquisition Agreement

“Yida Development”

Yida Development Co., Limited* (億達發展有限公司),
a company incorporated in the PRC with limited
liability

For the purposes of this announcement, the exchange rate of HK\$1.00 = RMB\$0.85 has been used, where applicable, for illustrative purposes only and does not constitute a representation that any amount has been, could have been or may be exchanged at such rate or any other rate or at all on the date or dates in question or any other date.

Hong Kong, 14 November 2017

By order of the Board
Yida China Holdings Limited
Zhang Zhichao
Chairman

As at the date of this announcement, the executive directors of the Company are Mr. Zhang Zhichao, Mr. Jiang Xiuwen, Mr. Chen Donghui, Ms. Ma Lan and Mr. Yu Shiping, the non-executive directors of the Company are Mr. Zhao Xiaodong and Mr. Chen Chao and Mr. Gao Wei, and the independent non-executive directors of the Company are Mr. Yip Wai Ming, Mr. Guo Shaomu, Mr. Wang Yinping and Mr. Han Gensheng.

* *for identification purposes only*