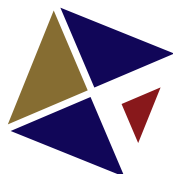


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CHINA PROPERTIES INVESTMENT HOLDINGS LIMITED

中國置業投資控股有限公司*

(Incorporated in Bermuda with limited liability)

(Stock Code: 736)

(1) TERMINATION OF PLACING OF UNCONVERTIBLE BONDS; AND (2) PROPOSED PLACING OF NEW UNCONVERTIBLE BONDS

Placing Agent



DELTA WEALTH SECURITIES LIMITED

This Announcement is made pursuant to Rule 13.09(1) of the Listing Rule.

TERMINATION OF PLACING OF UNCONVERTIBLE BONDS

On 9 May 2013 (after trading hours), it was mutually agreed between the Company and the Placing Agent that the UCB Placing Agreement executed on 18 January 2013 be terminated with immediate effect. Both parties have been released from all obligations, and neither party has any claim against the other under the UCB Placing Agreement.

PROPOSED PLACING OF NEW UNCONVERTIBLE BONDS

On 9 May 2013 (after trading hours), the Company and the Placing Agent had entered into the New Placing Agreement pursuant to which the Placing Agent has agreed conditionally to procure, on a best-effort basis, the New Placees to subscribe in cash for the New Unconvertible Bonds up to an aggregate principal amount of HK\$50 million.

* for identification purpose only

Assuming the New Unconvertible Bonds are successfully placed by the Placing Agent, the estimated net proceeds from the New Placing will be approximately HK\$49.3 million, which is intended to be used for financing the Acquisition, other acquisition opportunities identified by the Company, payment of Advance Interest (if any), or the money lending business and general working capital of the Group.

TERMINATION OF PLACING OF UNCONVERTIBLE BONDS

Reference is made to the announcement of China Properties Investment Holdings Limited (the “**Company**”) dated 18 January 2013 (“**18 January Announcement**”) regarding (amongst other things) the proposed placing of Unconvertible Bonds, the clarification announcement of the Company dated 21 January 2013 (“**21 January Announcement**”) and the announcement of the Company dated 7 February 2013 reporting the status of the placing of Unconvertible Bonds (“**7 February Announcement**”). 18 January Announcement, 21 January Announcement and 7 February Announcement are collectively referred to as “**Previous Announcements**”. Capitalised terms used in this announcement shall have the same meaning as those defined in the Previous Announcements, unless the context otherwise requires.

After the successful placing of Unconvertible Bonds in the aggregate principal amount of HK\$10,000,000 as disclosed in 7 February Announcement, the Placing Agent has not been able to place further Unconvertible Bonds due to weak demand for Unconvertible Bonds.

It was mutually agreed between the Company and the Placing Agent that the UCB Placing Agreement be terminated with immediate effect on 9 May 2013. Neither party shall have any claim against the other in respect of the UCB Placing Agreement. Both parties have been released from all obligations under the UCB Placing Agreement.

PROPOSED PLACING OF NEW UNCONVERTIBLE BONDS

On 9 May 2013, after trading hours, the Company entered into the New Placing Agreement with the Placing Agent pursuant to which the Placing Agent has conditionally agreed to procure, on a best-effort basis, New Placees to subscribe for the New Unconvertible Bonds up to an aggregate principal amount of HK\$50 million.

THE NEW PLACING AGREEMENT

Date: 9 May 2013

Parties: (i) Issuer: the Company
(ii) Placing Agent: Delta Wealth Securities Limited

Pursuant to the New Placing Agreement, the Placing Agent will receive a placing commission of 1% on the aggregate principal amount of the New Unconvertible Bonds successfully placed by the Placing Agent to the New Placees or its nominees. The placing commission was arrived at after arm's length negotiations between the Company and the Placing Agent.

Principal Terms of the New Unconvertible Bonds

Issuer of the New Unconvertible Bonds	:	The Company
Aggregate principal amount	:	Up to HK\$50,000,000.00
Principal amount of the New Unconvertible Bond(s) to be placed in each tranche	:	HK\$5,000,000.00 or any multiple thereof
Number of tranches	:	Not exceeding ten (10) in aggregate
Maturity	:	In respect of each New Unconvertible Bond, the expiry of 7 years from its New UCB Issue Date
Redemption at maturity	:	Unless previously redeemed, or purchased or cancelled, the Company will redeem all outstanding New Unconvertible Bonds on their New UCB Maturity Date plus any accrued but unpaid interest
Normal Interest	:	5.0% per annum on the outstanding aggregate principal amount of the New Unconvertible Bonds, payable in arrears on the first, second, third, fourth, fifth, sixth and seventh anniversary of the First New UCB Issue Date, respectively, and any unpaid interest shall be paid on the New UCB Maturity Date or the New UCB Redemption Date (as the case may be).
Advance Interest Payment	:	The New UCB Holders who are the original subscribers of the New Unconvertible Bonds may request payment of interest in advance on the outstanding principal amounts of the New Unconvertible Bonds held by them at the rate of 3.0% per annum for the full term of those New Unconvertible Bonds ("Advance Interest"). If no Advance Interest payment request has been submitted on or before their New UCB Issue Dates, then Advance Interest shall not be paid under those New Unconvertible Bonds and the Normal Interest provisions set out above shall apply.

Transferability : The New Unconvertible Bonds may be transferred other than to connected persons of the Company or any person regarded as a resident of Bermuda of exchange control purposes.

Any transfer of the New Unconvertible Bonds shall be in respect of the whole or part only in integral multiples of HK\$5,000,000.00 of the outstanding principal amount of the New Unconvertible Bonds.

In respect of a transfer of New Unconvertible Bond the original subscriber of which has received Advance Interest, it shall be the responsibility of the transferor of that New Unconvertible Bond to inform the transferee that Advance Interest has been paid and that in the case of early redemption, a portion of that Advance Interest shall have to be repaid (see below).

Early redemption : The Company may redeem principal amounts of outstanding New Unconvertible Bonds in whole or in part at any time before their New UCB Maturity Dates by serving on each New UCB Holder a notice of the exercise of such option.

The total amount utilized for such redemption by the Company shall be allocated amongst the outstanding New Unconvertible Bonds on a pro-rata basis based on the respective principal amounts of these New Unconvertible Bonds at that time and the principal amount of each New Unconvertible Bond to be redeemed shall be HK\$1,000,000.00 or integral multiple thereof.

In respect of any redemption of a New Unconvertible Bond (the original subscriber of which has received Advance Interest) prior to its New UCB Maturity Date, that portion of Advance Interest paid which is equivalent to interest at the rate of three (3) per cent per annum on the amount to be redeemed for the period from the date of redemption to its New UCB Maturity Date shall have to be repaid to the Company immediately, and to be settled, to the full extent possible, by way of set-off against the amount to be redeemed.

Listing : No application will be made for the listing of, or permission to deal in, the New Unconvertible Bonds on the Stock Exchange or any other stock exchange.

Conditions Precedent

Completion of each and every tranche shall be conditional upon:

- (i) the Placing Agent having successfully procured New Placee(s) to subscribe for the New Unconvertible Bond(s) under that tranche; and
- (ii) the Company's delivery to the Placing Agent and the New Placees written confirmation of the Company's compliance with, and procurement of the compliance with, all conditions imposed by the Stock Exchange or by any other regulatory authority (in Hong Kong or elsewhere) for approval of the issuance of the relevant New Unconvertible Bonds and ensure the continued compliance thereof.

Subject to the fulfillment of the above conditions, completion for each tranche of the New Unconvertible Bonds of the New Placing Agreement shall take place on the scheduled date of completion of that tranche (or such other time and date as the Placing Agent and the Company may agree in writing). Further announcement will be made by the Company upon completion of the New Placing.

If the conditions precedent are not, or cannot be, fulfilled prior to the Business Day immediately before the scheduled date of completion of a particular tranche, completion of the tranche concerned shall be postponed to a later Business Day as may be agreed between the Placing Agent and the New Placees, but failing such agreement, completion of the tranche shall be cancelled without any recourse to the Company.

TERMINATION OF THE NEW PLACING AGREEMENT

The Placing Agent is entitled to terminate the New Placing Agreement on the occurrence of, inter alia:—

- (i) any new law or regulation or any change in existing laws or regulations or the interpretation thereof which may in the opinion of the Placing Agent and in its absolute discretion may materially and adversely affect the business or financial condition or prospects of the Group as a whole; or
- (ii) any local, regional, national or international event or change (whether or not permanent or forming part of a series of events or changes occurring or continuing, or and/or after the date of the New Placing Agreement) or a political, military, economic or other nature (whether or not *ejusdem generis* with the foregoing) which, in the sole opinion of the Placing Agent and in its absolute discretion will, or may be expected to, have a material adverse effect on the New Placing; or

- (iii) any significant change (whether or not permanent) in local, regional, national or international market conditions (or in conditions affecting a sector of the market) which in the sole opinion of the Placing Agent and in its absolute discretion has or may have a material adverse effect on the New Placing.

If the New Placing Agreement is so terminated, the obligations of the parties under the New Placing Agreement shall terminate forthwith and no party shall have any claim against any other party in respect of any matter arising out or in connection with the New Placing Agreement except for, inter alia, any antecedent breach of any obligation under the New Placing Agreement.

THE PLACING AGENT

To the best knowledge, information and belief of the Directors, and having made all reasonable enquiries, the Placing Agent and its ultimate beneficial owner(s) are Independent Third Parties.

THE NEW PLACEES

The Placing Agent will place the New Unconvertible Bonds to independent institutional or private investors who are Independent Third Parties.

REASONS FOR THE PLACING OF NEW UNCONVERTIBLE BONDS

The Group is principally engaged in (i) the properties investment business, comprising the rental of investment properties and the provision of the management services, (ii) exploitation of copper and molybdenum in a mine located in Inner Mongolia, the People's Republic of China and (iii) the money-lending business.

On or about 18 January 2013, the Company and the Placing Agent had entered into UCB Placing Agreement and CB Placing Agreement. By an announcement of the Company dated 25 March 2013, the CB Placing Agreement has been terminated by mutual agreement between the Company and the Placing Agent.

As at the date of this Announcement, the Placing Agent has successfully placed Unconvertible Bonds in the aggregate principal amount of HK\$10,000,000 as disclosed in 7 February Announcement. The maximum principal amount which could have been issued under the Unconvertible Bonds was HK\$50,000,000.

Due to the weak demands for Unconvertible Bonds with its normal interest provision, the Company considers that the Advance Interest payment option to be offered under New Unconvertible Bonds should be more attractive to potential investors.

The Board (including independent non-executive Directors) is of the view that the terms of the New Unconvertible Bonds are fair and reasonable and the placing of the New Unconvertible Bonds is in the interest of the Company and the Shareholders as a whole. The Board (including independent non-

executive Directors) is of the view that the New Placing Agreement is entered into upon normal commercial terms following arm's length negotiation between the Company and the Placing Agent and the terms of the New Placing Agreement are fair and reasonable and are in the interest of the Company and Shareholders as a whole.

USE OF THE PROCEEDS

Assuming the New Unconvertible Bonds are successfully placed by the Placing Agent, the estimated net proceeds from the New Placing will be approximately HK\$49.3 million in aggregate, which is intended to be used for financing the Acquisition (if materialized), or financing other acquisition opportunities identified by the Company, payment of Advance Interest (if any), or money lending business and general working capital of the Group.

FUND RAISING ACTIVITIES IN THE PAST TWELVE-MONTH PERIOD

Date of announcement	Description	Net proceeds	Intended use of proceeds as announced	Actual use of proceeds
6 January 2012	Placing of new shares under general mandate	HK\$9.14 million	(i) financing the Acquisition (if materialized), or financing any other acquisition opportunities identified by the Company; (ii) the possible redemption of the convertible bonds issued by the Company; (iii) money lending business; and (iv) working capital of the Group.	Used approximately HK\$0.7 million for the professional fees and the remaining balance was deposited at bank.
25 July 2012	Rights issue on the basis of one rights share for two existing shares held	HK\$8.76 million	for the general corporate and working capital requirements of the Group	Used as intended
18 January 2013	Placing of Unconvertible Bond	HK\$9.7 million	(i) financing the Acquisition (if materialized), or financing any other acquisition opportunities identified by the Company; (ii) money lending business; and (iii) working capital of the Group.	Deposited at bank

Save for the above, the Company has not conducted any fund raising activities during the past twelve months period prior to the date of this announcement.

The New Placing Agreement may be terminated under certain circumstances, and is subject to the satisfaction of the conditions precedent contained therein. As the New Placing Agreement may or may not complete, Shareholders and potential investors are advised to exercise caution when dealing in the Shares.

DEFINITIONS

Unless the context requires otherwise, the following terms have the following meanings in this announcement:

“First New UCB Issue Date”	the date of the first issue of New Unconvertible Bonds pursuant to New UCB Instrument;
“New Placees”	placee(s) who are Independent Third Parties procured or procured by the Placing Agent to subscribe for or purchase the New Unconvertible Bonds pursuant to the provisions of the New Placing Agreement;
“New Placing Agreement”	the placing agreement in respect of the New Unconvertible Bonds made between the Company and the Placing Agent dated 9 May 2013;
“New Placing”	the placing of the New Unconvertible Bonds by the Placing Agent to the New Placees pursuant to the New Placing Agreement;
“New UCB Holder(s)”	holder(s) of the New Unconvertible Bond(s);
“New UCB Instrument”	the instrument under and pursuant to which the New Unconvertible Bonds shall be created and issued by the Company, which sets out the rights and obligations of the Company and the New UCB Holders;
“New UCB Issue Date”	in respect of each New Unconvertible Bond, the date on which that New Unconvertible Bond is issued by the Company to the New Placee under the New Placing Agreement;
“New UCB Maturity Date”	in respect of each New Unconvertible Bond, the date falling upon expiry of 7 years from the date on which that New Unconvertible Bond is first issued or if such date is not a Business Day, the immediate preceding Business Day;

“New Unconvertible Bonds”	the unconvertible redeemable bonds up to a maximum principal amount of HK\$50 million to be created and issued by the Company in denominations and integral amounts of HK\$5 million under and pursuant to the New UCB Instrument;
“Shareholder(s)”	holder(s) of the issued Share(s);
“Shares”	ordinary share(s) of HK\$0.03 each in the share capital of the Company;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited; and
“%”	per cent.

By Order of the Board
China Properties Investment Holdings Limited
Xu Dong
Chairman

Hong Kong, 9 May 2013

As at the date of this announcement, the executive Directors are Mr. Xu Dong and Mr. Au Tat On, the non-executive Director is Miss Yu Wai Fong and the independent non-executive Directors are Mr. Lai Wai Yin, Wilson, Ms. Cao Jie Min and Mr. Tse Kwong Wah.