
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

Form 6-K

**REPORT OF FOREIGN PRIVATE ISSUER
PURSUANT TO RULE 13a-16 OR 15d-16
UNDER THE SECURITIES EXCHANGE ACT OF 1934**

For the month of July 2014

Commission File Number: 001-34862

SOUFUN HOLDINGS LIMITED

(Exact name of registrant as specified in its charter)

**F9M, Building 5, Zone 4, Hanwei International Plaza
No. 186 South 4th Ring Road
Fengtai District, Beijing 100070
The People's Republic of China
(Address of principal executive offices)**

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F.

Form 20-F ☒

Form 40-F ☐

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1): ☐

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7): ☐

Unless we otherwise specify, when used in this Form 6-K the terms “we” and the “Company” refer to SouFun Holdings Limited and its subsidiaries and consolidated controlled entities.

On July 10, 2014, the Company entered into a share purchase agreement (the “World Union Share Purchase Agreement”) and a strategic cooperation agreement (the “World Union Strategic Cooperation Agreement”) with Shenzhen World Union Properties Consultancy Co., Ltd. (“World Union”), a real estate service provider in China listed on the Shenzhen Stock Exchange (stock code: 002285). Vincent Tianquang Mo, executive chairman of the Company, serves on the board of directors of World Union. The World Union Share Purchase Agreement and the World Union Strategic Cooperation Agreement have been approved by the audit committee and the board of directors of the Company. Closing of the transactions contemplated by the World Union agreements is subject to customary conditions, including regulatory approvals.

On the same day, the Company entered into a binding investment and cooperation framework agreement (the “Hopefluent Strategic Cooperation Agreement”) with Hopefluent Group Holdings Limited (“Hopefluent”), a real estate service provider in China listed on the Hong Kong Stock Exchange (stock code: 733), and a sale and purchase agreement (the “Hopefluent Purchase Agreement”) with Orchid Asia V, L.P., an existing shareholder of Hopefluent, to purchase ordinary shares of Hopefluent from it. The Hopefluent Strategic Cooperation Agreement and the Hopefluent Purchase Agreement have been approved by the audit committee and the board of directors of the Company. Closing of the transactions contemplated in the Hopefluent agreements is subject to customary conditions, including regulatory approvals.

Summary English translations of the World Union Share Purchase Agreement, the World Union Strategic Cooperation Agreement and the Hopefluent Strategic Cooperation Agreement, the Hopefluent Purchase Agreement, a press release issued by the Company regarding these agreements and an announcement issued by Hopefluent regarding the Hopefluent Strategic Cooperation Agreement are included as exhibits to this Form 6-K.

Information on World Union is available at www.cninfo.com.cn, a website designated by the China Securities Regulatory Commission for posting public announcements by companies listed on the Shenzhen Stock Exchange.

Information on Hopefluent is available on the websites of the Hong Kong Stock Exchange at www.hkexnews.hk and Hopefluent at www.hopefluent.com.

Safe Harbor Statement

This Form 6-K contains “forward-looking statements” within the meaning of Section 27A of the Securities Act and Section 21E of the Securities Exchange Act of 1934, as amended, and as defined in the U.S. Private Securities Litigation Reform Act of 1995. These forward-looking statements can be identified by terminology such as “will,” “expects,” “is expected to,” “anticipates,” “aim,” “future,” “intends,” “plans,” “believes,” “are likely to,” “estimates,” “may,” “should” and similar expressions. Such forward-looking statements include, without limitation, the Company’s plan to form strategic partnerships and collaborate and explore Internet and real estate financing businesses with World Union and Hopefluent, comments by management about the success and benefit of the Company’s strategic cooperation partnerships, and about China’s real estate market. All statements other than statements of historical fact in this Form 6-K are forward-looking statements and involve certain risks and uncertainties that could cause actual results to differ materially from those in the forward-looking statements. These forward-looking statements are based on management’s current expectations, assumptions, estimates and projections about the Company and the industry in which the Company operates, but involve a number of unknown risks and uncertainties. Further information regarding these and other risks is included in the Company’s filings with the U.S. Securities and Exchange Commission. The Company undertakes no obligation to update forward-looking statements to reflect subsequent occurring events or circumstances, or changes in its expectations, except as may be required by law. Although the Company believes that the expectations expressed in these forward-looking statements are reasonable, it cannot assure you that such expectations will turn out to be correct, and actual results may differ materially from the anticipated results. You are urged to consider these factors carefully in evaluating the forward-looking statements contained herein and are cautioned not to place undue reliance on such forward-looking statements, which are qualified in their entirety by these cautionary statements.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

SOUFUN HOLDINGS LIMITED

By: /s/ Vincent Tianquan Mo

Name: Vincent Tianquan Mo

Title: Executive Chairman

Date: July 11, 2014

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Exhibit 99.1 —	Press Release
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Exhibit 99.3 —	Summary Translation of Share Purchase Agreement between Beijing Hua Ju Tian Xia Network Technology Co., Ltd. and Shenzhen World Union Properties Consultancy Co., Ltd.
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SouFun Signed Strategic Cooperation Agreements
with China's No.1 and No.3 New Home Agency Companies

BEIJING, July 10, 2014 /PRNewswire/ — SouFun Holdings Limited (NYSE: SFUN, “SouFun” or the “Company”), the leading real estate Internet portal in China, today announced that it has entered into strategic cooperation agreements respectively with China's No.1 and No.4 new home agency companies, Shenzhen World Union Properties Consultancy Co., Ltd. (“World Union”) (stock code: 002285) listed on the Shenzhen Stock Exchange and Hopefluent Group Holdings Limited (“Hopefluent”) (stock code: 00733) listed on the Hong Kong Stock Exchange.

Pursuant to the strategic cooperation agreement with World Union, 1) SouFun and World Union will form a mutually preferred strategic partnership across their business lines, including advertising, e-commerce, listing service, new home agency and consultancy, etc.; 2) SouFun and World Union will collaborate and explore further partnership in internet and real estate financing businesses; 3) SouFun will subscribe for new shares of World Union in a private placement for 10% of World Union's outstanding share capital immediately after the completion of the private placement. The aggregate cash consideration for this strategic cooperation agreement amounts to approximately US\$120 million. The completion of this strategic cooperation agreement is subject to approval by World Union's shareholders and by the China Securities Regulatory Commission.

Pursuant to the strategic cooperation agreement with Hopefluent, 1) SouFun and Hopefluent will form a mutually preferred strategic partnership across their business lines, including advertising, e-commerce, listing service, new home and resale agency, consultancy and property management, etc.; 2) SouFun and Hopefluent will collaborate and form a joint venture in internet and real estate financing businesses mainly to support Hopefluent's core new home agency businesses; 3) SouFun will subscribe for new shares of Hopefluent in a private placement and purchase shares from existing shareholders for a total of approximately 17% of Hopefluent's outstanding share capital immediately after the completion such transactions. The aggregate cash consideration for this strategic cooperation agreement amounts to approximately US\$ 91 million. The completion of this strategic cooperation agreement is subject to approval by Hopefluent's shareholders and by the Hong Kong Stock Exchange.

Vincent Mo, SouFun's executive chairman, comments: “This is a top players' cooperation and partnership. As the leading online platform in China's huge real estate market, SouFun has been looking for the leading off-line players to work together for the industrial upgrade of China's expanding new home and resale market. Both World Union and Hopefluent are the front runners of China's new home agency and consultancy companies. They are SouFun's best choices for forming strategic O2O partnerships. I am sure that these strategic cooperation partnerships will not only allow SouFun a broader and deeper access in real estate transactions but also enhance World Union and Hopefluent's leadership, innovation, and evolvement by integrating internet and mobile elements into their very successful offline operations. I look forward to seeing a new World Union and a new Hopefluent.”

About World Union

World Union is the largest nationwide agency company in China. Since 1993, World Union has provided comprehensive value-added services ranging from planning of marketing programs and related consultancy services to handling of property sales and related financing services for over 20,000 real estate developers and over 6 million households. World Union is ranked No.1 among the top 50 real estate agency companies in China by China Real Estate Index System, a real estate research publication operated by SouFun.

About Hopefluent

Hopefluent is principally engaged in real estate agent business for the primary and secondary property markets in China. It provides comprehensive value-added services ranging from planning of marketing programs and related consultancy services to handling of property sales and mortgage arrangements. Hopefluent is ranked No.3 among the top 50 real estate agency companies in China by China Real Estate Index System, a real estate research publication operated by SouFun.

About SouFun

SouFun operates the leading real estate Internet portal in China in terms of the number of page views and visitors to its websites in 2013, according to DCCI, an independent market research institution commissioned by us. Through our websites, we provide marketing, e-commerce, listing and other value-added services for China's fast-growing real estate and home furnishing and improvement sectors. Our user-friendly websites support active online communities and networks of users seeking information on, and other value-added services for, the real estate and home-related sectors in China. SouFun currently maintains about 100 offices to focus on local market needs and its website and database contains real estate related content covering more than 330 cities in China. For more information about SouFun, please visit <http://ir.soufun.com>.

Safe Harbor Statement

The Company cautions its shareholders and others considering trading its securities that there can be no assurance that these strategic cooperation agreements will be approved or the share subscription transactions will be consummated. This news release contains “forward-looking statements” within the meaning of Section 27A of the Securities Act and Section 21E of the Securities Exchange Act of 1934, as amended, and as defined in the U.S. Private Securities Litigation Reform Act of 1995. These forward-looking statements can be identified by terminology such as “will,” “expects,” “is expected to,” “anticipates,” “aim,” “future,” “intends,” “plans,” “believes,” “are likely to,” “estimates,” “may,” “should” and similar expressions. Such forward-looking statements include, without limitation, the Company’s plan to form strategic partnerships and collaborate and explore Internet and real estate financing businesses with World Union and Hopefluent, comments by management in this release about the success and benefit of its strategic cooperation partnerships, and about China’s real estate market. All statements other than statements of historical fact in this press release are forward-looking statements and involve certain risks and uncertainties that could cause actual results to differ materially from those in the forward-looking statements. These forward-looking statements are based on management’s current expectations, assumptions, estimates and projections about the Company and the industry in which the Company operates, but involve a number of unknown risks and uncertainties. Further information regarding these and other risks is included in the Company’s filings with the U.S. Securities and Exchange Commission. The Company undertakes no obligation to update forward-looking statements to reflect subsequent occurring events or circumstances, or changes in its expectations, except as may be required by law. Although the Company believes that the expectations expressed in these forward-looking statements are reasonable, it cannot assure you that such expectations will turn out to be correct, and actual results may differ materially from the anticipated results. You are urged to consider these factors carefully in evaluating the forward-looking statements contained herein and are cautioned not to place undue reliance on such forward-looking statements, which are qualified in their entirety by these cautionary statements.

For investor and media inquiries, please contact:

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HOPEFLUENT GROUP HOLDINGS LIMITED

合富輝煌集團控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock code: 733)

FRAMEWORK AGREEMENT IN RESPECT OF PROPOSED SUBSCRIPTION OF NEW SHARES AND PROPOSED STRATEGIC COOPERATION AND RESUMPTION OF TRADING

This announcement is made by the Company pursuant to Rule 13.09 of the Listing Rules and the inside information provisions under Part XIVA of the SFO.

FRAMEWORK AGREEMENT

The Board is pleased to announce that on 10 July 2014, the Company entered into the Framework Agreement, which is binding, with SouFun in respect of (i) the Proposed Subscription of New Shares by SouFun and (ii) the proposed strategic cooperation between the Company and SouFun in certain areas which the parties are engaged in and the establishment of the JV Co by the parties to conduct real estate financial and Internet financial services business.

RESUMPTION OF TRADING

At the request of the Company, trading of the Shares was halted with effect from 9:00 a.m. on Monday, 7 July 2014 pending the publication of this announcement. Application has been made by the Company to The Stock Exchange of Hong Kong Limited for resumption of trading in the Shares with effect from 9:00 a.m. on Friday, 11 July 2014.

The Company wishes to emphasize that only the Framework Agreement has been entered into as at the date of this announcement. The Proposed Transactions, which are subject to conditions set out in the Framework Agreement, may or may not proceed. Shareholders and potential investors are urged to exercise caution when dealing in the securities of the Company.

This announcement is made by Hopefluent Group Holdings Limited (the “**Company**”) pursuant to Rule 13.09 of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Listing Rules**”) and the inside information provisions under Part XIVA of the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) (the “**SFO**”).

The board (“**Board**”) of directors of the Company (the “**Directors**”) is pleased to announce that on 10 July 2014, the Company entered into a binding framework agreement (the “**Framework Agreement**”) with SouFun Holdings Limited (“**SouFun**”) in respect of (i) the proposed subscription of new ordinary shares of HK\$0.01 each in the share capital of the Company (the “**Shares**”) by SouFun (the “**Proposed Subscription**”) and (ii) the proposed strategic cooperation between the Company and SouFun in certain areas which the parties are engaged in and the formation of a joint venture company (the “**JV Co**”) to conduct real estate financial and Internet financial services businesses (the “**Proposed Strategic Cooperation**”) (the Proposed Subscription and the Proposed Strategic Cooperation together referred to as the “**Proposed Transactions**”).

Pursuant to the Framework Agreement, the Company and SouFun agreed to enter into formal agreements setting out the detailed terms and conditions of the Proposed Transactions within 30 days from the date of the Framework Agreement. Further announcement will be made by the Company when formal agreement has been entered into by the Company and SouFun in respect of the Proposed Transactions.

FRAMEWORK AGREEMENT

The Framework Agreement contains, *inter alia*, the following major terms:

- Date: 10 July 2014
- Parties: (a) the Company
- (b) SouFun

SouFun is a company listed on The New York Stock Exchange (NYSE:SFUN) operating real estate Internet portal in China. Through its websites, SouFun provides marketing, e-commerce, listing, and other value-added services for China’s real estate and home-related sectors.

To the best of the Directors’ knowledge, information and belief having made all reasonable enquiry, SouFun and its shareholders are third parties independent of the Company and are not connected persons (as defined under the Listing Rules) of the Company.

The Proposed Subscription

Pursuant to the Framework Agreement, subject to the compliance with the applicable laws and regulations, and the policies and guidelines of the relevant securities regulatory authorities, of the PRC and the place where the shares of the parties are listed, the Company shall proceed with the issuance of 91,000,000 new Shares (“**New Shares**”), representing approximately 17.38% and 14.80% of the issued share capital of the Company before and after the issuance of the New Shares, at the issue price of HK\$3.00 per New Share for subscription by SouFun.

Completion of the Proposed Subscription shall be conditional upon, *inter alia*, the following:

1. the existing controlling shareholder of the Company continues to hold not less than 30% of the issued share capital of the Company on a fully diluted basis;
2. the approval by the regulatory authorities and shareholders (where required);
3. the compliance with the applicable laws and regulations and the requirements of the regulatory authorities of the place where the shares of the parties are listed; and
4. the relevant consent as required under the terms and conditions of the exchangeable bonds issued by the Company's wholly-owned subsidiary Hopefluent Properties Limited on 1 August 2012 having been obtained.

As of the date of this announcement, condition 4 above has been fulfilled.

The Board shall recommend the appointment of a person nominated by SouFun as a Director for the shareholders' approval.

SouFun shall provide the Company with certain amount of technology and network resources (not less than HK\$50,000,000 worth of network resources) for uses in the Company's technology upgrades, network construction and business and brand promotion.

The above terms and conditions of the Proposed Subscription have been agreed by the parties based on the financial and operational position of the Company published by the Company prior to the execution of the Framework Agreement ("**Current Position**"). The Company warrants to SouFun that there shall be no material adverse change to the Current Position prior to completion of the Proposed Subscription.

The Proposed Strategic Cooperation

The Company and SouFun agreed to strengthen and expand their strategic cooperation in certain areas which the parties are engaged in, such as advertising, e-commerce, agency planning, brokerage, secondary property leasing, community property management and financial services.

SouFun will cooperate fully with the Company in the real estate sector and the Internet financial services sector, give full support to the Company in satisfying its needs for financial services in primary and secondary properties, property leasing, property management and community services. In this connection, the parties agreed to establish the JV Co to conduct real estate financial and Internet financial services business after the relevant regulatory approvals are obtained and regulatory requirements are satisfied.

The JV Co shall be a company established in the PRC owned as to 60% by SouFun and 40% by the Company. SouFun and the Company will contribute RMB 300 million and RMB 200 million in cash to the JV Co respectively as share capital. It is contemplated that following the establishment of the JV Co, the Company will transfer its subsidiary Guangzhou Bao Lai Microcredit Business Ltd. (廣州保來小額貸款有限公司) ("**Bao Lai**") to the JV Co for use by the JV Co for its microcredit business. The Company shall be entitled to all the assets and be responsible for all the liabilities of Bao Lai prior to such transfer taking place. The JV Co shall provide exclusive real estate financial and Internet financial services to the Company. The Company shall not conduct real estate financial and Internet financial services business in collaboration with other companies or establish any real estate financial and Internet financial joint venture which competes with the JV Co. Detailed arrangement in respect of the JV Co will be agreed and governed by formal agreement to be entered into by the parties.

The JV Co shall have a board of directors comprising five members, three of which shall be appointed by SouFun and two of which shall be appointed by the Company. The chairman of the board of directors of the JV Co, who is also the legal representative of the JV Co, shall be appointed by SouFun.

REASONS FOR AND BENEFITS OF THE FRAMEWORK AGREEMENT

The Company and its subsidiaries (the “**Group**”) is principally engaged in real estate agent business for the primary and secondary property markets in China. The Group provides comprehensive value-added services ranging from planning of marketing programmes and related consultancy services to handling of property sales and mortgage arrangements.

The Directors believe that SouFun online platform will further enhance the Company’s ability to provide value-added services to its clients and capture greater business opportunities. Therefore, the Directors are of the view that the entering into the Framework Agreement and the transactions contemplated thereunder is in the interest of the Company and its shareholders as a whole.

RESUMPTION OF TRADING

At the request of the Company, trading of the Shares was halted with effect from 9:00 a.m. on Monday, 7 July 2014 pending the publication of this announcement. Application has been made by the Company to The Stock Exchange of Hong Kong Limited for resumption of trading in the Shares with effect from 9:00 a.m. on Friday, 11 July 2014.

The Company wishes to emphasize that only the Framework Agreement has been entered into as at the date of this announcement. The Proposed Transactions, which are subject to conditions set out in the Framework Agreement, may or may not proceed. Shareholders and potential investors are urged to exercise caution when dealing in the securities of the Company.

By order of the Board
Hopefluent Group Holdings Limited
Fu Wai Chung
Chairman

Hong Kong, 10 July 2014

As at the date of this announcement, the executive directors of the Company are Mr. FU Wai Chung, Ms. NG Wan, Ms. FU Man and Mr. LO Yat Fung and the independent non-executive directors are Mr. LAM King Pui, Mr. NG Keung and Mrs. WONG LAW Kwai Wah, Karen.

Share Purchase Agreement
(Summary Translation)

This share purchase agreement (this “**Agreement**”) is entered into on July 10, 2014 in Shenzhen, Guangdong province by and between the following parties:

Party A: Shenzhen World Union Properties Consultancy Co., Ltd. (the “**Issuer**”)

Party B: Beijing Hua Ju Tian Xia Network Technology Co., Ltd. (the “**Subscriber**”)

ARTICLE II Subject Matter

Clause 3. The Issuer intends to issue, by private placement, 138,866,970 ordinary shares (A Share) with par value of RMB1.00 per share (the “**Proposed Private Placement**”).

Clause 4. Upon mutual agreement between both parties, the Subscriber intends to subscribe for 90,264,297 shares. If an ex-dividend event occurs during the period from the pricing date to the issue date, the number of this issue and the number of subscription by the Subscriber will be adjusted accordingly.

Clause 5. The shares for the Proposed Private Placement are to be listed on the Shenzhen Stock Exchange, with the specific listing arrangements to be determined upon consultation with the China Securities Regulatory Commission, the Shenzhen Stock Exchange, and the securities registration and settlement institution.

ARTICLE III Subscription Price, Method and Amount

Clause 6. Both parties agree that the provisions of Administrative Measures for Issuance of Securities by Listed Companies and Implementing Rules for Non-Public Offering of Shares by Listed Companies will serve as the pricing basis for the Proposed Private Placement.

Pursuant to the foregoing, and upon mutual agreement between both parties, the Issuer determines that the price for the Proposed Private Placement will be RMB8.23 per share. If an ex-dividend event occurs to the Issuer’s shares during the period from the pricing date to the issue date, the issue price above will be adjusted according to the adjustment formula as follows:

Assuming the issue price before the adjustment is P_0 , the number of bonus shares or newly converted shares is N , dividend per share is D , the adjusted minimum issue price is P_1 (two decimal places retained, with the last one rounded), then:

Dividends (1): $P_1 = P_0 - D$

Bonus shares or newly converted shares (2): $P_1 = P_0 / (1 + N)$

(1) + (2): $P_1 = (P_0 - D) / (1 + N)$.

Clause 7. Upon the completion of the Proposed Private Placement, the Issuer’s then existing shareholders will share the Issuer’s accumulated undistributed profits before the Proposed Private Placement in proportion to their respective shareholdings in the Issuer. Party B agrees to subscribe in cash for the Issuer’s shares in the Proposed Private Placement at the price as determined in Clause 6 hereunder, with its subscription price being equal to that of other issue targets.

Clause 8. Party B agrees that the total subscription amount shall equal the subscription price × number of subscribed shares.

ARTICLE IV Time and Method for Payment of Subscription Money and Stock Delivery

Clause 9. Party B agrees to subscribe for the shares issued by the Issuer in the Proposed Private Placement in accordance with Article III hereunder, and agrees to deposit the total subscription price in cash on a one-off basis into an account specially opened by the sponsor for this offering, within three business days after approval by the China Securities Regulatory Commission of the Proposed Private Placement and the receipt of the subscription money payment notice from the Issuer. Upon deduction of the related expenses and completion of the capital verification, the subscription price shall be deposited into the Issuer’s special deposit account for the offering proceeds.

Clause 10. Upon payment by the Subscriber of the subscription money, the Issuer shall, as soon as possible, complete share registration procedures and other matters with the securities registration and settlement institution in respect of the shares subscribed by the Subscriber in order to ensure that the Subscriber becomes the lawful holder of the shares subscribed.

ARTICLE V Lock-up Period

Clause 11. The shares subscribed by the Subscriber shall not be transferred within 36 months from the closing date of the Proposed Private Placement. The Subscriber shall issue a lock-up undertaking and complete stock lock-up matters in relation to the shares subscribed in the Proposed Private Placement in accordance with the relevant laws and regulations and the relevant provisions promulgated by the China Securities Regulatory Commission and the stock exchange and in accordance with the requirements of the Issuer.

ARTICLE XII Effect and Termination

Clause 23. This Agreement shall be concluded upon execution by both parties and shall become effective after all of the following conditions are satisfied:

1. this Agreement having been approved by the Issuer's board of directors;
2. this Agreement having been approved by the Issuer's shareholders' meeting;
3. this Agreement having been approved by competent government authorities (where required); and
4. the plan for the Proposed Private Placement having been approved by the China Securities Regulatory Commission.

If the above conditions are not satisfied, this Agreement shall automatically be terminated.

Clause 24. In case of non-fulfillment of the conditions set forth in the Clause above, as a result of which this Agreement shall fail to become effective, neither party shall be held liable to the other if such non-fulfillment is not attributable to either party.

Party A: Shenzhen World Union Properties Consultancy Co., Ltd.

/Company Seal/

Legal representative or authorized signatory:

Name: CHEN Jinsong

Party B: Beijing Hua Ju Tian Xia Network Technology Co., Ltd.

/Company Seal/

Legal representative or authorized signatory:

Name: MO Tianquan

July 10, 2014

Equity Investment and Cooperation Agreement
(Summary Translation)

This Agreement is entered into on July 10, 2014 by and between the following parties:

Party A: Beijing SouFun Network Technology Co., Ltd or its designated affiliate

Party B: Shenzhen World Union Properties Consultancy Co., Ltd. (stock code: 002285)

Article I. Private Placement of Party B's Shares

1. Subject to compliance with relevant PRC laws and regulations, and relevant policies and guidelines of the securities regulatory authorities, Party B shall proceed with a private placement of its shares to the members of its management and Party A (the “**Proposed Private Placement**”), with Party A's subscription of shares representing 10 % of Party B's total share capital after the Proposed Private Placement.
2. The share price for the Proposed Private Placement to Party A is the average trading price of the 30 trading days prior to the trading halt day of July 4, 2014 (i.e., RMB8.23 per share), subject to relevant laws and regulations of the China Securities Regulatory Commission, the Shenzhen Stock Exchange and other authorities.

Article II. Business Strategic Cooperation between Party A and Party B

Party A and Party B hereby agree to strengthen and expand their strategic cooperation in certain areas which the parties are engaged in, such as advertising, e-commerce, agency planning, brokerage, financial services and other business fields. With all other conditions being equal, each party agrees to give preference to the selection of the other party as its partner in the above-referenced fields.

Party A: Beijing SouFun Network Technology Co., Ltd or its designated affiliate
/Company Seal/
Authorized signatory: /s/ MO Tianquan

Party B: Shenzhen World Union Properties Consultancy Co., Ltd.
/Company Seal/
Authorized signatory

Investment and Cooperation Framework Agreement
(Summary Translation)

This Agreement is entered into on July 10, 2014 by and between the following parties:

Party A: SouFun Holdings Limited

Party B: Hopefluent Group Holdings Limited

Article I. Private Placement of Party B's Shares

1. Subject to the compliance with the applicable laws and regulations and the policies and guidelines of the relevant securities regulatory authorities of the PRC and the place where the shares of the parties are listed, Party B shall proceed with the issuance of 91,000,000 new shares (the “**New Shares**”) to Party A (the “**Proposed Subscription**”), representing approximately 14.80% of the issued share capital of Party B after the issuance of the New Shares. Party A may designate a wholly-owned subsidiary as the subscriber of the New Shares (the “**Subscriber**”) when executing the relevant share subscription agreement, subject to Party A acting as the guarantor of the Subscriber in that agreement.

2. Upon mutual agreement, the Proposed Subscription is subject to the following conditions:

- A). the existing controlling shareholder of Party B continues to hold not less than 30% of its issued share capital on a fully diluted basis;
- B). the approval by the regulatory authorities and shareholders (where required);
- C). the compliance with the applicable laws and regulations and the requirements of the regulatory authorities of the place where the shares of the parties are listed; and
- D). the relevant consent as required under the terms and conditions of the exchangeable bonds issued by Party B's wholly-owned subsidiary on August 1, 2012 having been obtained.

3. The issue price of the New Shares is HK\$3.00 per share.

4. Subject to the compliance of the applicable laws and regulations, Party B's board of directors shall recommend the appointment of a person nominated by Party A as a director for the shareholders' approval.

5. Party A shall provide Party B with certain amount of technology and network resources (not less than HK\$50,000,000 worth of network resources) for use in Party B's technology upgrades, network construction and business and brand promotion.

Article II. Business Strategic Cooperation between Party A and Party B

Party A and Party B hereby agree to strengthen and expand their strategic cooperation in certain areas which the parties are engaged in, such as advertising, e-commerce, agency planning, brokerage, secondary property leasing, community property management and financial services.

Party A shall cooperate fully with Party B in the real estate sector and the Internet financial services sector, and give full support to Party B in satisfying its needs for financial services in primary and secondary properties, property leasing, property management and community services, as well as in satisfying the financial needs of Party B's other partners when the conditions are ripe. The parties hereby agree to establish a joint-venture company (the “**JV Co**”) to engage in financial services business after the relevant regulatory approvals are obtained and regulatory requirements are satisfied. The JV Co shall be owned as to 60% by Party A (contributing RMB300 million in cash) and 40% by Party B (contributing RMB200 million in cash). Following the establishment of the JV Co, Party B shall transfer its subsidiary Guangzhou Bao Lai Microcredit Business Ltd. (“**Bao Lai**”) to the JV Co for use by the JV Co for its microcredit business. Party B shall be entitled to all the assets and be responsible for all the liabilities of Bao Lai prior to such transfer taking place. Bao Lai shall accept the equity injection of the JV Co on the condition that Bao Lai shall have no current liabilities. To the extent that the JV Co's services shall satisfy Party B's business needs, the JV Co shall provide exclusive real estate financial and Internet financial services to Party B, and Party B shall not conduct real estate financial and Internet financial services business in collaboration with other companies or establish any real estate financial and Internet financial joint venture which competes with the JV Co. Detailed arrangement in respect of the JV Co will be agreed and governed by formal agreement to be entered into by the parties.

The JV Co shall have a board of directors comprising five members, three of which shall be appointed by Party A and two of which shall be appointed by Party B. The chairman of the board of directors of the JV Co, who is also the legal representative of the JV Co, shall be appointed by Party A. The management of the JV Co shall be appointed by its board of directors.

Article IV. Representations and Warranties of Party B

The above terms and conditions of the Proposed Subscription have been agreed by the parties based on the financial and operational position of Party B published by Party B prior to the execution of this Agreement (the “**Current Position**”). Party B warrants to Party A that there shall be no material adverse change to the Current Position prior to completion of the Proposed Subscription.

Party A: SouFun Holdings Limited
Signature/Seal: /Company Seal/

Party B: Hopefluent Group Holdings Limited
Signature/Seal: /Company Seal/

Dated 10 July 2014

ORCHID ASIA V, L.P.
(as Vendor)

and

SOUFUN HOLDINGS LIMITED
(as Purchaser)

SALE AND PURCHASE AGREEMENT

relating to the sale and purchase of shares
in the capital of

Hopefluent Group Holdings Limited

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This Agreement is made on 10 July 2014 between:

- (1) **Orchid Asia V, L.P.**, an exempted limited partnership established in the Cayman Islands (the “**Vendor**”); and
- (2) **Soufun Holdings Limited**, a company incorporated in Cayman Islands whose office is at F9M, Building 5, Zone 4, Hanwei International Plaza, Beijing, 100070 (the “**Purchaser**”)

(together the “**Parties**”, and each a “**Party**”).

Whereas:

- (A) Hopefluent Group Holdings Limited (the “**Company**”) is a company which is incorporated with limited liability in the Cayman Islands, the shares of which are listed on the Stock Exchange (as defined below).
- (B) The Purchaser has agreed to purchase, and the Vendor has agreed to sell, the Sale Shares (as defined in Clause 1.1) upon the terms and subject to the conditions under this Agreement.
- (C) Simultaneously with execution of this Agreement, the Purchaser and the Company have entered into a subscription agreement (the “**Subscription Agreement**”) pursuant to which the Purchaser agreed to subscribe for, and the Company agreed to allot and issue, 91,000,000 Shares.

IT IS HEREBY AGREED:

1 Interpretation

In this Agreement, unless the context otherwise requires, the provisions in this Clause 1 apply:

1.1 Definitions

“**CCASS**” the Central Clearing and Settlement System established and operated by Hong Kong Securities Clearing Company Limited;

“**Company**” has the meaning given to it in Recital (A);

“**Completion**” completion of the sale and purchase of the Sale Shares in accordance with Clause 4;

“**Completion Date**” means the date of completion of the Subscription Agreement, or such other date as the Vendor and the Purchaser may agree in writing;

“**Encumbrance**” means any charge, mortgage, lien, option, equitable right, power of sale, pledge, hypothecation, retention of title, right of pre-emption, right of first refusal or other third-party right or security interest of any kind or an agreement, arrangement or obligation to create any of the foregoing;

“**HK\$**” means the Hong Kong dollar, the lawful currency for the time being of Hong Kong;

“**Hong Kong**” means the Hong Kong Special Administrative Region of the People’s Republic of China;

“**Parties**” has the meaning given to it in the Preamble and “**Party**” means any one of them;

“**Purchaser**” has the meaning given to it in the Preamble;

“**Sale Shares**” means an aggregate of 20,935,037 Shares;

“**Shares**” means ordinary shares of HK\$0.01 each in the share capital of the Company and “**Share**” means any one of them; and

“**Stock Exchange**” means The Stock Exchange of Hong Kong Limited.

1.2 Singular, plural, gender

References to one gender include all genders and references to the singular include the plural and vice versa.

1.3 References to Time

References in this Agreement to any time of a day shall be references to the time of the day in Hong Kong.

2 Agreement to Sell the Sale Shares

On and subject to the terms and conditions of this Agreement, the Vendor shall sell, and the Purchaser shall purchase, the Sale Shares free from all Encumbrances and together with all rights and entitlements which the Vendor has in the Sale Shares as at the Completion Date attaching or accruing thereto.

3 Consideration

3.1 The consideration for the sale and purchase of the Sale Shares shall be HK\$3.00 per Share amounting to a total amount of HK\$ 62,805,111 (the “**Purchase Consideration**”).

3.2 Unless otherwise agreed in writing, payment of the Purchase Consideration, shall be paid on the Completion Date by the Purchaser by wire transfer in immediately available funds to the following bank account:

Payee name : Orchid Asia V, L.P.

Bank : DBS Bank (Hong Kong) Limited

SWIFT Code : DHBKHKHH

Account Number : 7883486220

4 Completion

- 4.1** Completion of the sale and purchase of the Sale Shares shall take place on the Completion Date at the same time as completion of the Subscription Agreement or such other time as agreed between the Vendor and the Purchaser at the office of Orchid Asia Hong Kong Management Company Limited which is located at Suite 6211-12, 62/F, the Center, 99 Queen's Road Central, Hong Kong (or such other place as may be agreed between the Parties) and all the obligations set out in Clause 4.2 shall be complied with. If the Subscription Agreement fails to complete, for whatever reason, this Agreement will become void.
- 4.2** Simultaneously with compliance by the Purchaser of its obligations under Clause 4.3, at Completion, the Vendor shall deliver or procure the delivery to the Purchaser the original executed instrument of transfer and sold note in respect of the Sale Shares duly executed by the registered holder thereof in favour of the Purchaser and/or its 100% owned subsidiary accompanied by the relevant certificate(s) for the Sale Shares, and in the case where the Sale Shares have been deposited with a CCASS account, evidence to the Purchaser's satisfaction that such documents have been executed and instructions provided by the Vendor as may be required to effect the transfer of the Sale Shares to such CCASS participants' or investor participants' account(s) as may be designated by the Purchaser.
- 4.3** Simultaneously with compliance by the Vendor of its obligations under Clause 4.2, at Completion, the Purchaser shall pay the Purchase Consideration in accordance with Clause 3.2.

5 Confidentiality

- 5.1** Each Party undertakes to the other Party that it shall treat as strictly confidential, and shall procure that its directors, officers and employees treat as strictly confidential, all information (whether oral, graphic, written or in electronic form) which it receives or obtains as a result of entering into or performing this Agreement (the "**Confidential Information**"), including, without limitation:
- (i) information relating to the business, assets, financial or other affairs of any Group Company or any of the other Parties;
 - (ii) information relating to the provisions and subject matter of this Agreement and the other Transaction Documents;
 - (iii) information relating to the existence of this Agreement and its purpose; and
 - (iv) information relating to the negotiations leading up to this Agreement, including any information relating to or in respect of any negotiations and communications between the Parties after the date of this Agreement.

- 5.2** The restrictions contained in Clause 6.1 shall not apply so as to prohibit disclosure or use of any information if and to the extent:
- (i) the disclosure or use is required by any applicable law or by any Authority to which the Parties are subject;
 - (ii) the disclosure is made by a Party to its directors, officers, employees and advisers for purposes relating to this Agreement or the transactions contemplated under this Agreement on terms that they agree to keep such information confidential;
 - (iii) the information becomes publicly available (other than by a breach of this Clause 6);
 - (iv) the other Party has given prior written consent to the disclosure or use; or
 - (v) the disclosure or use is required for the purpose of any judicial or arbitral proceedings arising out of, or in connection with, this Agreement,

6 General

6.1 Whole Agreement

This Agreement contains the whole agreement among the Parties relating to the subject matter of this Agreement to the exclusion of any terms implied by law which may be excluded by contract and supersedes any previous written or oral agreement among the Parties in relation to the matters in this Agreement.

6.2 Legal Representation

Each of the Parties confirms that he or it has received independent legal advice relating to all the matters provided for in this Agreement, and agrees that the provisions of this Agreement and all documents entered into pursuant to this Agreement are fair and reasonable.

6.3 Assignment

Except as otherwise expressly provided in this Agreement, none of the Parties may, without the prior written consent of the other Parties, assign, grant any security interest over, hold on trust or otherwise transfer the benefit or burden of the whole or any part of this Agreement.

6.4 Time is of Essence

Time shall be of the essence of this Agreement.

6.5 Variation

No variation of this Agreement shall be effective unless in writing and signed by or on behalf of each of the Parties.

6.6 Costs, Transaction Taxes and Duties

The Parties agree that each of them shall bear its own costs and expenses in connection with the preparation, negotiation and signing of this Agreement and the costs related to the sale and purchase of the Sale Shares provided that the stamp duty for the sale and purchase of the Sale Shares shall be borne by the Vendor as to 50 per cent. and the Purchaser as to 50 per cent. The Vendor and the Purchaser shall be responsible for the timely payment of such stamp duty.

6.7 Notices

6.7.1 Any notice, claim, demand, court process, document or other communication in connection with this Agreement (each, a “**Notice**”) shall be:

- (i) in writing in English; and
- (ii) delivered by hand, fax, registered post or by courier using an internationally recognised courier company.

6.7.2 A Notice to the Vendor shall be sent to the following address, or such other person or address as the Vendor may notify to the Purchaser from time to time:

Correspondence Address: c/o Suite 6211-12, 62/F, the Center, 99 Queen’s Road Central, Central,
Hong Kong

Facsimile: +852 2115 8120

Attention: Mr. Gabriel LI

6.7.3 A Notice to the Purchaser shall be sent to the following address, or such other person or address as the Purchaser may notify to the Vendor from time to time:

Correspondence Address: Building 5, Hanwei International Plaza
Zone4, Nolan86, South 4th Ring Road West,
Fengtai District, Beijing, PRC 10070

Facsimile: 86-10-56319999

Attention: Mr. Vincent Tianquan Mo

6.7.4 A Notice served in accordance with this Clause 6.7 shall be deemed sufficiently served and in proving service and/or receipt of a communication it shall be sufficient to prove that such communication was left at the addressee’s address or that the envelope containing such communication was properly addressed and posted or despatched to the addressee’s address or that the communication was properly transmitted by facsimile to the addressee. In the case of facsimile transmission, such transmission shall be deemed properly transmitted on receipt of a satisfactory report of transmission printed out by the sending machine.

6.7.5 Nothing in this Clause 6.7 shall preclude the service of communication or the proof of such service by any mode permitted by law.

6.8 Counterparts

This Agreement may be entered (including by facsimile signatures) into in any number of counterparts, all of which taken together shall constitute one and the same instrument.

6.9 Governing Law and Jurisdiction

6.9.1 This Agreement is governed by and shall be construed in accordance with Hong Kong law.

6.9.2 The Parties hereby irrevocably agree that any dispute in connection with this Agreement shall be submitted to the courts of Hong Kong.

This Agreement has been executed on the date stated at the beginning.

VENDOR

SIGNED by)
for and on behalf of)
ORCHID ASIA V, L.P.)
/Company Seal/
in the presence of:)

PURCHASER

SIGNED by Vincent Tianquang Mo)
for and on behalf of)
SOUFUN HOLDINGS LIMITED)
in the presence of:)