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C C Land Holdings Limited

中渝置地控股有限公司

(Incorporated in Bermuda with limited liability)

Website: www.ccland.com.hk

(Stock Code: 1224)

DISCLOSEABLE TRANSACTION

On 17 November 2015 (after trading hours), Marvel Leader and the Purchaser entered into the Agreement, pursuant to which Marvel Leader conditionally agreed to sell, and the Purchaser conditionally agreed to acquire (a) the Sale Share and (b) Loan Receivables at a total consideration of RMB1,100,000,000 (equivalent to approximately HK\$1,339,800,000). Upon Completion, the Company will cease to have any interest in the Target Group, all members of which will cease to be subsidiaries of the Company.

GENERAL

As the applicable percentage ratio exceeds 5% but is below 25%, the Disposal constitutes a discloseable transaction of the Company and is subject to applicable notification and publication requirements under the Listing Rules.

1. THE AGREEMENT

1.1 Date

17 November 2015

1.2 Parties

- (a) **Vendor:** Marvel Leader
- (b) **Purchaser:** Masterson Global Limited

1.3 Assets to be disposal of

- (a) the Sale Share; and
- (b) Loan Receivables.

1.4 Consideration

The Consideration is RMB1,100,000,000 (equivalent to approximately HK\$1,339,800,000), which shall be payable in cash or by bank transfer (or by any other method as may be agreed between Marvel Leader and the Purchaser) in three instalments by or on behalf of the Purchaser to Marvel Leader or as it may direct as follows:

- (a) RMB300,000,000 (equivalent to approximately HK\$365,400,000), being approximately 27.3% of the Consideration, of which RMB50,000,000 (equivalent to approximately HK\$60,900,000) as deposit (“**Deposit**”), within 3 Business Days after the date of signing of the Agreement (“**First Part Payment**”);
- (b) RMB300,000,000 (equivalent to approximately HK\$365,400,000), being approximately 27.3% of the Consideration, on the Completion Date; and
- (c) RMB500,000,000 (equivalent to approximately HK\$609,000,000), being approximately 45.4% of the Consideration, on or before 31 January 2016.

If the Purchaser fails to comply with its payment obligations as set out in sub-paragraphs (b) and/or (c) above:

- (1) the Deposit shall be forfeited by Marvel Leader as liquidated damages, and balance of the Consideration (to the extent it has been paid) shall be returned to the Purchaser upon the Purchaser’s due performance of all of its obligations as set out in sub-paragraphs (2) and (3) below;
- (2) where applicable, the Purchaser shall forthwith transfer and/or procure the transfer of the legal and beneficial ownership of the shares representing the then entire issued share capital of Full Jolly to Marvel Leader (or as it may direct) and shall forthwith deliver or return to Marvel Leader all documents delivered to the Purchaser by Marvel Leader on Completion pursuant to the terms of the Agreement; and
- (3) the Purchaser unconditionally and irrevocably appoints Marvel Leader and any third party or parties appointed by Marvel Leader jointly and each one of them severally to be the attorney of the Purchaser (with power of substitution) and in its name (or otherwise) on its behalf and as its act and deed, including without limitation, to sign seal execute deliver perfect and do all deeds and instruments acts and things which the Purchaser is entitled to perform or do, which may be required or which Marvel Leader or such party or parties appointed by Marvel Leader shall think fit for carrying out any obligations imposed on the Purchaser as set out under sub-paragraphs (1) and (2) above or for performing any sale lease charge or dealing by Marvel Leader or by any such third party or parties appointed by Marvel Leader or for giving to Marvel Leader the full benefit conferred under sub-paragraphs (1) and (2) above.

The Consideration was determined following arm’s length negotiations on normal commercial terms between Marvel Leader and the Purchaser, and by reference to the value of Marvel Leader’s interest in the Target Group of approximately HK\$1,226,700,000, being the aggregate sum of the unaudited consolidated net asset value of the Target Group attributable to Marvel Leader of approximately HK\$54,155,000 and interest capitalized of approximately HK\$156,631,000 as at 30 September 2015 and the Loan Receivables of approximately HK\$1,015,914,000 as at the date of signing of the Agreement. The Directors consider that the Consideration representing a premium of approximately HK\$113,100,000 or 9% over the value of Marvel Leader’s interest in the Target Group of approximately HK\$1,226,700,000 is fair and reasonable.

1.5 Conditions Precedent

Completion is subject to and conditional upon the fulfillment of the following conditions:

- (a) if required under the Listing Rules or by the Stock Exchange, the Company has obtained all necessary approval by its shareholders (by way of obtaining a written shareholders’ approval or (if such written approval has not been obtained) by passing an ordinary resolution in a general meeting) approving the Agreement and the transactions contemplated thereunder (where applicable);

- (b) Marvel Leader shall obtain all necessary approvals from any third parties in relation to the Disposal (where necessary); and
- (c) the Purchaser shall obtain all necessary approvals from any third parties in relation to the Disposal (where necessary).

Marvel Leader shall procure Full Jolly to terminate all such agreements and documents entered into with Quick Fair in respect of their joint investment in Win Harbour on or before the Completion Date.

Upon signing of the Agreement, Marvel Leader and the Purchaser shall use their respective best endeavours to procure the fulfillment of the Conditions Precedent (by Marvel Leader in respect of those set out in sub-paragraphs (a) and (b) and by the Purchaser in respect of those set out in sub-paragraph (c)) as soon as practicable and in any event by no later than the Long Stop Date. If the Conditions Precedent are not all fulfilled on or before the Long Stop Date, the Agreement shall terminate on the Long Stop Date, whereupon Marvel Leader shall return the First Part Payment (without interest) within 5 Business Days and either party shall not be liable for the termination save for any antecedent breaches.

1.6 Completion

Completion shall take place on the second Business Day after the fulfillment of all Conditions Precedent.

Completion of the sale and purchase of the Sale Share and the assignment of the Loan Receivables shall take place simultaneously.

1.7 Default and Termination

- (a) If Marvel Leader fails to perform its completion obligations pursuant to the Agreement, it shall pay the Purchaser a default sum calculated at a daily rate of 0.05% of such part of the Consideration already paid by the Purchaser for each day of default. If the default lasts over 60 days, the Purchaser shall be entitled to terminate the Agreement.
- (b) If the Purchaser fails to perform its payment and/or completion obligations pursuant to the Agreement, it shall pay Marvel Leader a default sum calculated at a daily rate of 0.05% of the relevant part of the Consideration payable but unpaid by the Purchaser for each day of default. If the default last over 60 days, Marvel Leader shall be entitled to terminate the Agreement.
- (c) Save as mentioned in sub-paragraphs (a) and (b) above, if a party fails to perform its other obligations pursuant to the Agreement, such failure shall constitute a breach of the Agreement and the non-defaulting shall then be entitled to request in writing the defaulting party to ratify the breach within a prescribed time limit. If the defaulting party fails to or rejects to ratify the breach, or fails to ratify the breach within 60 days after the expiry of the prescribed time limit, the non-defaulting party shall be entitled to terminate the Agreement and claim the defaulting party for damages as a result of the breach.

2. INFORMATION ON THE PURCHASER

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, the Purchaser and its ultimate beneficial owner(s) are Independent Third Parties, and the Purchaser is a private limited company incorporated in the BVI and its principal business activity is investment holding.

3. INFORMATION ON THE GROUP, MARVEL LEADER AND THE TARGET GROUP

The core businesses of the Group are property development and investment in Western China, as well as treasury investments.

Marvel Leader is a private limited company incorporated in the BVI on 11 May 2006 with a current issued share capital of US\$50,000 (equivalent to approximately HK\$387,500) which is directly wholly-owned by the Company. Marvel Leader is an investment holding company and the registered and beneficial owner of the entire issued share capital of Full Jolly. The principal business activity of Marvel Leader is investment holding.

Full Jolly is a private limited company incorporated in the BVI on 20 August 2007 with a current issued share capital of US\$1 (equivalent to approximately HK\$7.75) which is directly wholly-owned by Marvel Leader. Full Jolly is an investment holding company and the registered and beneficial owner of 85% of the entire issued share capital of Win Harbour. The sole business of Full Jolly is the ownership of Win Harbour.

Win Harbour is a private limited company incorporated in the BVI on 22 August 2007 with a current issued share capital of US\$5,000 (equivalent to approximately HK\$38,750) which is directly owned as to 85% by Full Jolly and 15% by Quick Fair. Win Harbour is an investment holding company and the registered and beneficial owner of the entire issued share capital of Joy Wealthy. The sole business of Win Harbour is the ownership of Joy Wealthy.

Joy Wealthy is a private limited company incorporated in Hong Kong on 19 July 2007 with a current issued share capital of HK\$1 which is directly wholly-owned by Win Harbour. Joy Wealthy is an investment holding company and the registered and beneficial owner of GY Zhongyu. The sole business of Joy Wealthy is the ownership of GY Zhongyu.

GY Zhongyu is a company established in the PRC in April 2011 with a current registered and paid-up capital of US\$130,000,000 (equivalent to approximately HK\$1,007,500,000) which is directly wholly-owned by Joy Wealthy. GY Zhongyu and its subsidiaries currently own a portfolio of completed properties and developing projects with a total completed and planned GFA of about 3 million sqm consisting of residential, commercial, office and car park area in Guiyang.

The financial highlights and consolidated operating results of the Target Group included in the consolidated financial statements of the Company are as follows:

	<u>9 months ended</u> <u>30 September 2015</u> HK\$'000 (Unaudited)	<u>12 months ended</u> <u>31 December 2014</u> HK\$'000 (Unaudited)	<u>12 months ended</u> <u>31 December 2013</u> HK\$'000 (Unaudited)
Revenue	591,405	916,034	81,559
Profit Before Tax	25,171	215,092	17,515
Net Profit	1,923	116,224	11,081
	<u>As at</u> <u>30 September 2015</u> HK\$'000 (Unaudited)	<u>As at</u> <u>31 December 2014</u> HK\$'000 (Unaudited)	<u>As at</u> <u>31 December 2013</u> HK\$'000 (Unaudited)
Total Assets	4,907,960	3,355,103	3,862,267
Total Liabilities	4,665,445	3,049,688	3,669,196
Net Assets	242,515	305,415	193,071

4. FINANCIAL EFFECT ON THE DISPOSAL AND USE OF PROCEEDS

Upon Completion, the Company will cease to have any interest in the Target Group, all members of which will cease to be subsidiaries of the Company and their assets and liabilities and their profits and losses will no longer be consolidated into the consolidated financial statements of the Company.

The Company expects to record a gain on Disposal of approximately HK\$113,100,000, being the excess of the Consideration over the net asset value of the Target Group attributable to Marvel Leader of HK\$54,155,000 and interest capitalized of approximately HK\$156,631,000 as at 30 September 2015 and the Loan Receivables of approximately HK\$1,015,914,000 as at the date of signing of the Agreement.

Exchange reserve deficit in the amount of approximately HK\$1,082,000 in relation to the Target Group is required to be reclassified from other comprehensive income to profit and loss accordingly.

The above calculation is only an estimate provided for illustration purposes and the actual gain that the Company is able to realize will depend on the actual net asset value of the Target Group attributable to Marvel Leader, interest capitalised and Loan Receivables on Completion. The proceeds from the Disposal will be applied as working capital of the Group.

5. REASONS FOR AND BENEFITS OF THE DISPOSAL

As previously announced, by way of the recent strategic disposals of certain of its portfolio of properties, joint investments and investment projects, the Company has been taking measures to respond to the current market challenges. Such efforts have seen the Company benefiting from accelerated returns and further enhanced cash position allowing the Group to weather any prolonged adverse market conditions. The Directors consider that the Disposal will help step up such efforts by further offering the Group the opportunity to accelerate the realization of its properties inventory holdings in Guiyang, and that the entering into the Agreement is in line with the Group's prudent and cautious investment strategy.

The Directors consider that the terms of the Agreement have been negotiated on an arm's length basis and on normal commercial terms and the terms thereof are fair and reasonable and are in the interests of the Group and the shareholders of the Company as a whole.

6. GENERAL

As the applicable percentage ratio exceeds 5% but is below 25%, the Disposal constitutes a discloseable transaction of the Company and is subject to applicable notification and publication requirements under the Listing Rules.

7. DEFINITIONS

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

“Agreement”	the agreement dated 17 November 2015 entered into between Marvel Leader and the Purchaser in relation to the Disposal
“Board”	the board of Directors

“Business Day”	a day (other than Saturday, Sunday or general holidays) on which major commercial banks in Hong Kong are generally open for business
“BVI”	the British Virgin Islands
“Company”	C C Land Holdings Limited, a company incorporated in Bermuda with limited liability whose shares are listed on the main board of the Stock Exchange
“Completion”	completion of the Disposal pursuant to the Agreement
“Completion Date”	the date on which Completion takes place
“Conditions Precedent”	conditions precedent to Completion specified in the Agreement and as described under the paragraph headed “1.5 Conditions Precedent” of this announcement
“Consideration”	the total consideration for the Disposal
“Director(s)”	the director(s) of the Company
“Disposal”	the disposal of the Sale Share and Loan Receivables by Marvel Leader to the Purchaser pursuant to the Agreement
“Full Jolly”	Full Jolly Investments Limited, a company incorporated in the BVI with limited liability and directly wholly-owned by Marvel Leader
“GFA”	gross floor area
“Group”	the Company and its subsidiaries
“GY Zhongyu”	貴陽中渝置地房地產開發有限公司 (Guiyang Zhongyu Real Estate Development Company Limited), a company established in the PRC with limited liability and directly wholly-owned by Joy Wealthy
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Independent Third Party(ies)”	independent third party(ies) who is (are) not connected person(s) (as defined under the Listing Rules) of the Company and is (are) independent of and not connected with the Company and its connected person(s)
“Joy Wealthy”	Joy Wealthy Investment Limited, a company incorporated in Hong Kong with limited liability and directly wholly-owned by Win Harbour
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Loan Receivables”	the aggregate amount of the non-interest bearing loans due and owing by Full Jolly to Marvel Leader as at the Completion Date, which, as at the date of signing of the Agreement, amounted to HK\$1,015,914,000
“Long Stop Date”	the date falling on the expiry of 2 months from the date of signing of the Agreement

“Marvel Leader”	Marvel Leader Investments Limited, a company incorporated in the BVI with limited liability and directly wholly-owned by the Company
“PRC”	the People’s Republic of China, and for the purpose of this announcement, excluding Hong Kong, Macau and Taiwan
“Purchaser”	Masterson Global Limited, a company incorporated in the BVI with limited liability
“Quick Fair”	Quick Fair Limited, a company incorporated in the BVI with limited liability
“RMB”	Renminbi, the lawful currency of the PRC
“Sale Share”	the one (1) share of US\$1.00 each (equivalent to approximately HK\$7.75) in the share capital of Full Jolly, representing the entire issued share capital of Full Jolly
“sqm”	square meters
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Target Group”	Full Jolly and its subsidiaries
“US\$”	United States dollars, the lawful currency of the United States of America
“Win Harbour”	Win Harbour Investments Limited, a company incorporated in the BVI with limited liability and directly owned as to 85% by Full Jolly and 15% by Quick Fair
“%”	percent

By Order of the Board
Lam How Mun Peter
Deputy Chairman and Managing Director

Hong Kong, 17 November 2015

As at the date of this announcement, the Board comprises Mr. Cheung Chung Kiu, Dr. Lam How Mun Peter, Mr. Tsang Wai Choi, Mr. Leung Chun Cheong and Mr. Leung Wai Fai as Executive Directors; Mr. Wong Yat Fai as Non-executive Director; and Mr. Lam Kin Fung Jeffrey, Mr. Leung Yu Ming Steven and Dr. Wong Lung Tak Patrick as Independent Non-executive Directors.

The English names / translations of the companies established in the PRC, relevant authorities in the PRC and other Chinese terms used in this announcement are only translations of their official Chinese names. In case of inconsistency, the Chinese names prevail.

In this announcement, RMB and US\$ have been converted to HK\$ at the rate of RMB1 = HK\$1.218 and US\$1 = HK\$7.75 respectively for illustration purpose only. No representation is made that any amounts in RMB, US\$ or HK\$ have been, could have been or could be converted at the above rate or at any other rates or at all.