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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 23 April 2012, Dominio Mark entered into the Agreement with the Purchaser to dispose of its interest in the entire issued share capital of Keen Star and its interest in the Shareholder's Loan at a total consideration of RMB331,880,000 (equivalent to approximately HK\$408,212,000). Upon completion, the Company will cease to have any interest in Keen Star and the Project Company, both 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.

GENERAL

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

1. THE AGREEMENT

1.1 Date

23 April 2012

1.2 Parties

- (i) Vendor: Dominio Mark
- (ii) Purchaser: Younsun International Limited

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, the Purchaser is a third party independent of the Company and its connected persons (as defined in the Listing Rules).

1.3 Assets to be disposed of

Dominio Mark's interest in the entire issued share capital of Keen Star and its interest in the Shareholder's Loan

1.4 Consideration

The total consideration for the Disposal amounts to RMB331,880,000 (equivalent to approximately HK\$408,212,000), comprising the Loan Consideration and the Share Consideration (collectively the “Consideration”) as follows:

- (i) the Loan Consideration shall be an amount which equals the total sum due under the Shareholder’s Loan as at the date of completion of the share transfer as referred to in paragraph 1.6 headed “Completion” below; and
- (ii) the Share Consideration shall be an amount which, when aggregated with the Loan Consideration, equals the sum of RMB331,880,000 (equivalent to approximately HK\$408,212,000).

The Consideration shall be paid in cash in an agreed currency and be satisfied by the Purchaser in the following manner:

- (i) a first payment (“First Payment”) of RMB30,000,000 (equivalent to approximately HK\$36,900,000) which shall, as directed by Dominio Mark, be paid by the Purchaser to the Project Company within 10 working days from the date of signing the Agreement;
- (ii) a second payment (“Second Payment” and together with the First Payment, the “Initial Payments”) of RMB30,000,000 (equivalent to approximately HK\$36,900,000) which shall be paid by the Purchaser to, or to the order of, Dominio Mark either (a) within a period of 10 days after the Project Company has obtained written evidence of termination of the existing construction contracts with the main contractors which Dominio Mark shall procure to terminate following receipt of the First Payment, or (b) if the period referred to in (a) above shall expire on a date earlier than 15 July 2012, on any day before 15 July 2012 as the Purchaser may choose; and
- (iii) the balance in the sum of RMB271,880,000 (equivalent to approximately HK\$334,412,000) (the “Final Payment”) shall be paid by the Purchaser to, or to the order of, Dominio Mark as follows:
 - (a) as to RMB90,000,000 (equivalent to approximately HK\$110,700,000) before 30 September 2012; and
 - (b) as to RMB181,880,000 (equivalent to approximately HK\$223,712,000) before 15 January 2013, together with interest to be accrued on a portion of the amount in the sum of RMB150,000,000 (equivalent to approximately HK\$184,500,000) at a daily rate of 0.05% from 1 October 2012 until full payment of the amount.

The Consideration was determined following arm’s length negotiations between the parties by reference to the aggregate sum of RMB173,065,000 (equivalent to approximately HK\$212,870,000) representing the net value (the “Net Project Value”) of the Group’s investments in the Project, being the land premium and development costs incurred as well as the retained profits earned by the Project Company in respect of the Project up to 31 March 2012 after deducting the 40% non-controlling interest in the Project Company attributable to 貴州亨特房地產開發有限公司 (Guizhou Heng Te Real Estate Development Company Limited). The Consideration represents a premium of RMB158,815,000 (equivalent to approximately HK\$195,342,000), or 92% over the Net Project Value. The Directors consider that the Consideration is fair and reasonable.

1.5 Provisions relating to assets and liabilities of the Project Company

- (i) Assets (“Excluded Assets”) of the Project Company other than (a) land use rights; (b) property under development and (c) specific assets designated by the Purchaser shall be at the disposal of Dominio Mark which shall, following execution of the Agreement, be entitled to dispose of and/or distribute the Excluded Assets so that they cease to be assets of the Project Company.
- (ii) It shall be the obligation of Dominio Mark to procure settlement of debts of the Project Company other than any shareholder’s loans incurred prior to the completion of management handover (“Third Party Debts”) utilizing funds derived from (a) internal resources of the Project Company; (b) the First Payment paid up by the Purchaser; and (c) contributions, if any, from shareholders of the Project Company. Funds, if any, remaining in the Project Company after settlement of Third Party Debts shall be disposed of in the same manner as Excluded Assets.
- (iii) The Purchaser acknowledges that under the terms of the joint venture between shareholders of the Project Company, Third Party Debts shall be borne by these shareholders *inter se* in proportion to their shareholding in the Project Company. However, the Purchaser shall not be concerned about, nor have any entitlement to, the actual contributions made or to be made by these shareholders.

1.6 Completion

Completion shall comprise completion of (i) management handover and (ii) share transfer as follows:

- (i) within 3 working days after the Initial Payments have been paid, Dominio Mark shall hand over to the Purchaser all corporate documents of the Project Company other than the certificates of the land use right of the Project and the Project Company’s official seal; and
- (ii) within 3 working days after the Consideration together with all interest accrued thereon have been paid, Dominio Mark and the Purchaser shall proceed to complete the necessary documents in the agreed form for, inter alia, the following matters at such time and place as may be agreed between the parties:
 - (a) transferring the entire issued share capital of Keen Star to the Purchaser;
 - (b) assigning the Shareholder’s Loan to the Purchaser;
 - (c) convening a director’s meeting of Keen Star for approving the share transfer of Keen Star and assignment of the Shareholder’s Loan, issuing new share certificate to the Purchaser, and replacing the directors of Keen Star as nominated by the Purchaser;
 - (d) replacing the legal representative of the Project Company as nominated by the Purchaser; and
 - (e) handing over all the remaining corporate documents of the Project Company to the Purchaser.

Following completion of management handover and prior to completion of share transfer, the Purchaser shall be responsible for the operations of the Project Company and its funding requirements subject to, inter alia, the following stipulations:

- (a) Dominio Mark shall be entitled to supervise the financial affairs of the Project Company;
- (b) the Purchaser shall not in the name of the Project Company enter into any contract, covenant or any other document with any third party without the prior consent of Dominio Mark, and shall not dispose of any assets of the Project Company;
- (c) all Third Party Debts shall be borne by Dominio Mark in proportion to Keen Star's equity interest in the Project Company and all debts incurred by the Project Company after the completion of management handover shall be borne by the Purchaser;
- (d) if commercial contracts are required to be entered into in relation to the Project, such contracts shall be signed by the Purchaser in its own name and all obligations under such contracts shall be assumed by the Purchaser; and
- (e) Dominio Mark shall provide the Purchaser with the necessary assistance should the Project Company require to use the work-in-progress of the Project or the land use right of the Project as security to obtain funds.

1.7 Other material terms of the Agreement

- (i) Early payment of the Consideration

After the completion of management handover, if the Project Company can raise funds for the Project, the Purchaser shall make payment of the Consideration of an amount not less than 36% of the amount of funds raised within 5 working days after the receipt by the Project Company of the funds so raised.

- (ii) Debt due from a fellow subsidiary of Dominio Mark

As at 31 March 2012, a debt in the sum of RMB31,880,000 (equivalent to approximately HK\$39,212,000) was due and owing from a fellow subsidiary of Dominio Mark to the Project Company. Dominio Mark and the Purchaser shall verify the amount of such debt prior to completion of share transfer and Dominio Mark shall procure the fellow subsidiary to settle such sum within 1 day following full payment of the Consideration.

- (iii) Dominio Mark's right of termination for non-payment

Dominio Mark shall have the right to terminate the Agreement at any time prior to Completion if the Purchaser fails to settle:

- (a) any part of the Consideration for more than 15 days after the due dates; or
- (b) the Final Payment together with all interest accrued thereon before 15 January 2013.

Upon termination of the Agreement by Dominio Mark as aforesaid, all payments made by the Purchaser under the Agreement shall be forfeited, all corporate documents handed over to the Purchaser shall be returned within 3 days and the Purchaser shall be liable for all damages thereby suffered by Dominio Mark.

2. INFORMATION ON THE GROUP

The core business of the Group is property development and investment in Western China, manufacturing and sale of packaging products, as well as treasury investments.

3. INFORMATION ON THE PURCHASER

To the Directors' best knowledge, the principal business activity of the Purchaser is investment holding.

4. INFORMATION ON KEEN STAR AND THE PROJECT COMPANY

Keen Star is a private company established in the British Virgin Islands on 5 July 2005 with a current issued share capital of US\$2 (equivalent to approximately HK\$16) which is 100% held by Dominio Mark. The sole business of Keen Star is investment in the Project through its 60% equity interest in the Project Company.

The Project Company is a privately-owned enterprise established in the PRC on 6 December 2005 with a current registered and paid-up capital of RMB82,000,000 (equivalent to approximately HK\$100,860,000) which is owned as to 60% by Keen Star and 40% by 貴州亨特房地產開發有限公司 (Guizhou Heng Te Real Estate Development Company Limited). As at 31 March 2012, Keen Star has advanced a shareholder's loan to the Project Company in the aggregate sum of HK\$88,000,000.

The principal business of the Project Company is ownership and development of the Project. The Project Company acquired the Land by bidding on 8 January 2009 at a consideration of RMB186,592,000 (equivalent to approximately HK\$229,508,000). The Land comprises two land lots, one of which is for commercial development with an area of approximately 98,586.4 sqm for a term of 40 years, and the other one is for residential development with an area of approximately 212,401 sqm for a term of 70 years. The Project Company has already obtained the land use right certificates for the Land, being Land Use Right Certificate Duguoyong (2010) No.5544 and Duguoyong (2010) No. 5545 respectively. The Project has a total GFA of approximately 230,000 sqm. As at the date of this announcement, the superstructure of the hotel having a GFA of approximately 47,201 sqm is substantially completed. Construction of the residential property, which has a planned GFA of approximately 182,799 sqm, has not commenced.

The financial highlights and consolidated operating results of Keen Star are as follows:

	3 months ended 31 March 2012	12 months ended 31 December 2011	12 months ended 31 December 2010
	HK\$'000	HK\$'000	HK\$'000
	(Unaudited)	(Unaudited)	(Unaudited)
Turnover	-	-	-
Profit (Loss) Before Tax	(790)	14,191	(9,802)
Net Profit (Loss)	(790)	10,090	(9,802)
	As at	As at	As at
	31 March 2012	31 December 2011	31 December 2010
	HK\$'000	HK\$'000	HK\$'000
	(Unaudited)	(Unaudited)	(Unaudited)
Total Assets	366,895	333,159	363,873
Total Liabilities	252,454	217,217	251,453
Net Assets	114,441	115,942	112,420

5. FINANCIAL EFFECT ON THE DISPOSAL AND USE OF PROCEEDS

Upon Completion, the Company will cease to have any interest in Keen Star and the Project Company, both 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 realize from the Disposal a net gain before tax of approximately RMB158,815,000 (equivalent to approximately HK\$195,342,000), representing an excess of the Consideration less related expenses paid, and the Group's net investment in Keen Star as at 31 March 2012. Such calculation is only an estimate provided for illustrative purposes and the actual gain that the Company is able to realize will depend on the Group's actual net investment in Keen Star on Completion. The proceeds from the Disposal will be applied as working capital of the Group.

6 REASONS FOR AND BENEFITS OF THE DISPOSAL

The Company has been constantly reviewing its investment holdings with a view to optimizing the overall profit potential of the Group's property portfolio. The Disposal offers the Group with the opportunity to secure the prospective gains from its 60% interest in the Project without further commitments in funding and management of the Project. It also serves to substantially shorten the period which would otherwise be required for realization of the Group's profit, and the pay-back can be applied for other profitable opportunities which may arise.

The Directors (including the Independent Non-executive 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 best interests of the Group and the Shareholders as a whole.

7. GENERAL

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

8. DEFINITIONS

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

“Agreement”	the agreement dated 23 April 2012 entered into between Dominio Mark and the Purchaser for the Disposal
“Board”	the board of Directors
“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
“Director(s)”	the director(s) of the Company

“Disposal”	the disposal by Dominio Mark of its interest in the entire issued share capital of Keen Star and its interest in the Shareholder’s Loan
“Dominio Mark”	Dominio Mark International Limited, a company established in the British Virgin Islands and indirectly wholly-owned by the Company
“GFA”	gross floor area
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Keen Star”	Keen Star Limited, a company established in the British Virgin Islands and indirectly wholly-owned by the Company
“Land”	the two land lots located at Baiyu Village, Baiyutang County, Dujiangyan City, Sichuan Province, the PRC
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Loan Consideration”	the consideration for the assignment of Dominio Mark’s interest in the Shareholder’s Loan to the Purchaser
“PRC”	the People’s Republic of China
“Project”	a project comprising a high-end residential villa and a 5-star hotel being developed on the Land
“Project Company”	四川經都置業有限公司 (Sichuan Jingdu Real Estate Company Limited), a company established in the PRC and directly owned as to 60% by Keen Star and 40% by 貴州亨特房地產開發有限公司 (Guizhou Heng Te Real Estate Development Company Limited)
“Purchaser”	Younsun International Limited, a company established in the British Virgin Islands
“RMB”	Renminbi, the lawful currency of the PRC
“Share Consideration”	the consideration for the sale by Dominio Mark of the entire issued share capital of Keen Star to the Purchaser
“Shareholder(s)”	holder(s) of shares of the Company
“Shareholder’s Loan”	the shareholder’s loans owing by Keen Star to Dominio Mark from time to time and amounted in the aggregate to HK\$135,746,674 as at 31 March 2012, which is non-interest bearing and repayable on demand
“sqm”	square meters
“Stock Exchange”	The Stock Exchange of Hong Kong Limited

“US\$” United States dollars, the lawful currency of the United States of America
“%” Percent

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

Hong Kong, 23 April 2012

As at the date of this announcement, the Board comprises Mr. Cheung Chung Kiu, Dr. Lam How Mun Peter, Mr. Tsang Wai Choi, Mr. Lam Hiu Lo, Mr. Leung Chun Cheong, Mr. Leung Wai Fai, Ms. Poon Ho Yee Agnes and Mr. Wu Hong Cho 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 has been converted to HK\$ at the rate of RMB1 = HK\$1.23 for illustration purpose only. No representation is made that any amounts in RMB or HK\$ have been, could have been or could be converted at the above rate or at any other rates or at all.