

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



## **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](http://www.ccland.com.hk)

**(Stock Code: 1224)**

### **DISCLOSEABLE TRANSACTION**

On 14 December 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) the Loan Receivables at a total consideration of RMB530,000,000 (equivalent to approximately HK\$630,700,000). 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 one or more of the applicable percentage ratios exceed 5% but all are below 25%, the Disposal constitutes a discloseable transaction of the Company and is subject to applicable notification and publication requirements under the Listing Rules.

The Board is pleased to announce that Marvel Leader and the Purchaser entered into the Agreement, the material terms of which are summarized below.

#### **1. THE AGREEMENT**

##### **1.1 Date**

14 December 2015 (after trading hours)

##### **1.2 Parties**

- (a) **Vendor:** Marvel Leader
- (b) **Purchaser:** Noble Tend Limited

##### **1.3 Assets to be disposal of**

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

## 1.4 Consideration

The Consideration is RMB530,000,000 (equivalent to approximately HK\$630,700,000), which is payable in cash or by bank transfer (or by such other method as may be agreed between Marvel Leader and the Purchaser) by or on behalf of the Purchaser to Marvel Leader or as it may direct as follows:

- (a) RMB30,000,000 (equivalent to approximately HK\$35,700,000) within 1 Business Day after the date of signing of the Agreement (or such other date as Marvel Leader and the Purchaser may agree in writing) as deposit (“**Deposit**”);
- (b) RMB100,000,000 (equivalent to approximately HK\$119,000,000) within 10 Business Days after the date of signing of the Agreement (or such other date as Marvel Leader and the Purchaser may agree in writing) (“**Second Part Payment**”);
- (c) RMB50,000,000 (equivalent to approximately HK\$59,500,000) on or before 30 June 2016 (or such other date as Marvel Leader and the Purchaser may agree in writing) (“**Third Part Payment**”);
- (d) RMB50,000,000 (equivalent to approximately HK\$59,500,000) on or before 31 December 2016 (or such other date as Marvel Leader and the Purchaser may agree in writing) (“**Fourth Part Payment**”); and
- (e) RMB300,000,000 (equivalent to approximately HK\$357,000,000) on or before 30 June 2017 (or such other date as Marvel Leader and the Purchaser may agree in writing) (“**Balance Payment**”).

If the Purchaser fails to comply with its payment obligations as set out in sub-paragraphs (b) and/or (c) and/or (d) and/or (e) 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) (without interest) shall be returned to the Purchaser upon the Purchaser’s 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 Wealthy New to Marvel Leader (or as it may direct) and shall forthwith deliver or return to Marvel Leader (or as it may direct) all documents delivered to the Purchaser by Marvel Leader on Completion and all such other documents as required 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-paragraph (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-paragraph (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\$579,702,000, being the aggregate sum of the unaudited consolidated net asset value of the Target Group attributable to Marvel Leader of approximately HK\$446,723,000 and interest capitalized of approximately HK\$2,756,000 as at 31 October 2015 and the Loan Receivables of approximately HK\$130,223,000 as at the date of signing of the Agreement. The Directors consider that the Consideration representing a premium of approximately HK\$50,998,000 or 9% over the value of Marvel Leader's interest in the Target Group of approximately HK\$579,702,000, 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);
- (c) Marvel Leader has duly received the Deposit and the Second Part Payment;
- (d) the Purchaser shall obtain all necessary approvals from any third parties in relation to the Disposal (where necessary); and
- (e) the Purchaser has completed its due diligence exercise on the Target Group.

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-paragraphs (c), (d) and (e)) 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 Deposit (without interest) within 5 Business Days and either party shall not be liable for the termination save for any antecedent breaches.

## **1.6 Security**

As security for the Third Part Payment, Fourth Part Payment and Balance Payment (including any default interest, damages and expenses payable), the Purchaser shall, immediately following Completion and on Completion Date, pledge its entire shareholding held in Wealthy New and/or the entire equity interest held by Wealthy New in Ample Win as Marvel Leader may request in favour of Marvel Leader (or as it may direct). Within 3 Business Days (or such other date as Marvel Leader and the Purchaser may agree in writing) after Marvel Leader's receipt in full of the Third Part Payment, Fourth Part Payment and the Balance Payment (including any default interest and damages payable), Marvel Leader and the Purchaser shall arrange to discharge or cause to be discharged the said pledge.

## **1.7 Completion**

Subject to the Conditions Precedent having all been fulfilled, Completion shall take place on the next Business Day (or such other date as Marvel Leader and the Purchaser may agree in writing) after Marvel Leader has received the Deposit and the Second Part Payment in full.

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

## **1.8 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 and Marvel Leader shall be liable to pay the Purchaser damages amounting to a sum equivalent to the Deposit.
- (b) If the Purchaser fails to perform its payment obligations pursuant to the Agreement, it shall pay Marvel Leader a default interest calculated at a daily rate of 0.05% of the Consideration for each day of default. Unless the Agreement otherwise provides, if the Purchaser fails to perform its completion and/or payment obligations pursuant to the Agreement and the default lasts over 60 days without having been rectified, Marvel Leader may choose to terminate the Agreement and the Purchaser shall be liable to pay Marvel Leader damages amounting to a sum equivalent to the Deposit.

## **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 Wealthy New. The principal business activity of Marvel Leader is investment holding.

Wealthy New is a private limited company incorporated in the BVI on 13 June 2007 with a current issued share capital of US\$1 (equivalent to approximately HK\$7.75) which is directly wholly-owned by Marvel Leader. Wealthy New is an investment holding company and the registered and beneficial owner of the entire issued share capital of Ample Win. The sole business of Wealthy New is the ownership of Ample Win.

Ample Win is a private limited company incorporated in Hong Kong on 5 June 2007 with a current issued share capital of HK\$1 which is directly wholly-owned by Wealthy New. Ample Win is an investment holding company and the registered and beneficial owner of CQ Lucky Boom. The sole business of Ample Win is the ownership of CQ Lucky Boom.

CQ Lucky Boom is a company established in the PRC in 2007 with a current registered and paid-up capital of US\$50,000,000 (equivalent to approximately HK\$387,500,000) which is directly wholly-owned by Ample Win. CQ Lucky Boom currently owns the completed project, Riverside One, Wanzhou (濱江壹號), with a total GFA of about 28,000 sqm consisting of residential, commercial and car park area in Chongqing ("**Project**").

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

	<b><u>10 months ended</u></b> <b><u>31 October 2015</u></b> <b>HK\$'000</b> <b>(Unaudited)</b>	<b><u>12 months ended</u></b> <b><u>31 December 2014</u></b> <b>HK\$'000</b> <b>(Unaudited)</b>	<b><u>12 months ended</u></b> <b><u>31 December 2013</u></b> <b>HK\$'000</b> <b>(Unaudited)</b>
Revenue	35,834	1,252,773	5,616
Profit/(Loss) Before Tax	42,478	563,502	(8,656)
Net Profit/(Loss)	(11,196)	348,840	(6,758)
	<b>As at</b> <b><u>31 October 2015</u></b> <b>HK\$'000</b> <b>(Unaudited)</b>	<b>As at</b> <b><u>31 December 2014</u></b> <b>HK\$'000</b> <b>(Unaudited)</b>	<b>As at</b> <b><u>31 December 2013</u></b> <b>HK\$'000</b> <b>(Unaudited)</b>
Total Assets	1,183,176	1,256,242	1,843,889
Total Liabilities	736,453	764,681	1,701,140
Net Assets	446,723	491,561	142,749

#### **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\$50,998,000, being the excess of the Consideration over the unaudited consolidated net asset value of the Target Group attributable to Marvel Leader of approximately HK\$446,723,000 and interest capitalized of approximately HK\$2,756,000 as at 31 October 2015 and the Loan Receivables of approximately HK\$130,223,000 as at the date of signing of the Agreement.

Exchange reserve in the amount of approximately HK\$24,119,000 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 capitalized 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 the Directors expect that the business environment of the Target Group will likely remain challenging in the near future, the Disposal represents a good opportunity for the Company to accelerate realization of the Project's inventory. The Disposal will further benefit the Group by enhancing its cash position providing additional funds for other investment opportunities that may be presented to the Group. The Directors consider that the entering into the Agreement is therefore 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 one or more of the applicable percentage ratios exceed 5% but all are 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 14 December 2015 entered into between Marvel Leader and the Purchaser in relation to the Disposal
“Ample Win”	Ample Win Limited, a company incorporated in Hong Kong with limited liability and directly wholly-owned by Wealthy New
“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
“CQ Lucky Boom”	重慶瑞昌房地產有限公司 (Chongqing Lucky Boom Realty Company), a company established in the PRC with limited liability and directly wholly-owned by Ample Win
“Director(s)”	the director(s) of the Company
“Disposal”	the disposal of the Sale Share and the Loan Receivables by Marvel Leader to the Purchaser pursuant to the Agreement
“GFA”	gross floor area
“Group”	the Company and its subsidiaries

“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)
“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 Wealthy New to Marvel Leader as at the Completion Date, which, as at the date of signing of the Agreement, amounted to HK\$130,223,000
“Long Stop Date”	the date falling on the expiry of 15 Business Days 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”	Noble Tend 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 Wealthy New, representing the entire issued share capital of Wealthy New
“sqm”	square meters
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Target Group”	Wealthy New and its subsidiaries
“US\$”	United States dollars, the lawful currency of the United States of America
“Wealthy New”	Wealthy New Limited, a company incorporated in the BVI with limited liability and directly wholly-owned by Marvel Leader
“%”	percent

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

Hong Kong, 14 December 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\$1.19 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.*