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(incorporated in Bermuda with limited liability)

(Stock Code: 431)

website: <http://www.irasia.com/listco/hk/greaterchina/index.htm>

**DISCLOSEABLE TRANSACTION
IN RESPECT OF THE ACQUISITION OF 25% EQUITY INTEREST
IN THE JV COMPANY**

THE ACQUISITION

The Board is pleased to announce that on 3 March 2015 (after trading hours), Champion Well (an indirect wholly-owned subsidiary of the Company) as purchaser entered into (i) the Sale and Purchase Agreement with the HK Party, pursuant to which Champion Well will purchase and the HK Party will sell the 25% equity interest in the JV Company for a consideration of RMB100,000 (approximately HK\$125,000); and (ii) the Tripartite Agreement with the HK Party and the PRC Party, pursuant to which (i) the PRC Party acknowledged its consent to the Acquisition and that the PRC Party unconditionally and irrevocably agreed to surrender its pre-emptive rights of the JV Company and (ii) the PRC Party and the HK Party confirmed that the HK Party is responsible for all the liabilities regarding the Non-contribution Event while the PRC Party will not demand the HK Party to take up any such liabilities arising therefrom. It was further ratified that Champion Well is not responsible for any of the liabilities arising from the Non-contribution Event.

Upon Completion, the HK Party will cease to have any interest in the JV Company and each of Champion Well and the PRC Party will have 25% and 75% equity interests in the JV Company.

CAPITAL CONTRIBUTION TO THE JV COMPANY

Following the entering into of the Sale and Purchase Agreement and the Tripartite Agreement, on the same date, Champion Well and the PRC Party shall enter into the Amendment Deed to amend the articles of association of the JV Company such that Champion Well shall make the capital contribution in respect of its 25% equity interest in the JV Company in the amount of RMB52,500,000 (approximately HK\$65,625,000) within one year from the date of the issuance of the new business licence of the JV Company by the relevant PRC government authority. In addition, Champion Well shall have the right to make further capital contribution to the JV Company at any time, including but not limited to, obtaining over 50% equity interest of the enlarged issued share capital of the JV Company and becoming the controlling shareholder of the JV Company. The PRC Party unconditionally agreed such arrangement and will assist Champion Well and the JV Company in obtaining the relevant Approvals. Save for the aforementioned amendments, the articles of association of the JV Company shall remain unchanged and in full force and effect.

* For identification purposes only

LISTING RULES IMPLICATIONS

As one or more of the applicable percentage ratios in respect of the Acquisition is more than 5% but less than 25%, the Acquisition constitutes a discloseable transaction of the Company and is subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

The Board is pleased to announce that on 3 March 2015 (after trading hours), Champion Well (an indirect wholly-owned subsidiary of the Company) as purchaser entered into (i) the Sale and Purchase Agreement with the HK Party, pursuant to which Champion Well will purchase and the HK Party will sell the 25% equity interest in the JV Company for a consideration of RMB100,000 (approximately HK\$125,000); and (ii) the Tripartite Agreement with the HK Party and the PRC Party, pursuant to which, among other things, the PRC Party acknowledged its consent to the Acquisition and that the PRC Party unconditionally and irrevocably agreed to surrender its pre-emptive rights of the JV Company.

The principal terms and conditions of the Sale and Purchase Agreement and the Tripartite Agreement are set out below.

THE SALE AND PURCHASE AGREEMENT

Date: 3 March 2015

- Parties:
- (a) Champion Well, a company incorporated in Hong Kong with limited liability and an indirect wholly-owned subsidiary of the Company and is principally engaged in investment holding.
 - (b) The HK Party, a company incorporated in Hong Kong with limited liability and is principally engaged in general trading business.

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, the HK Party and its ultimate beneficial owner are third parties independent of the Company and its connected persons.

Asset to be acquired

Champion Well has conditionally agreed to purchase and the HK Party has conditionally agreed to sell the 25% equity interest in the JV Company held by the HK Party. As at the date of this announcement, the HK Party had not paid up any of its capital contribution in respect of its 25% equity interest in the JV Company.

Consideration

The consideration payable for the Acquisition shall be RMB100,000 (approximately HK\$125,000) which would be payable by Champion Well on the date of Completion.

Basis of consideration

The consideration for the Acquisition was determined after arm's length negotiations between the parties to the Sale and Purchase Agreement after taking into account, among others, (i) the JV Company was newly incorporated in September 2014 and the JV Company had yet to record any turnover and expenses; (ii) the HK Party had not yet paid up any of its capital contribution in respect of its 25% equity interest in the JV Company and (iii) the costs incurred by the HK Party during the course of setting up the JV Company.

The Directors (including the independent non-executive Directors) consider that the consideration of the Acquisition is fair and reasonable and on normal commercial terms and in the interests of the Company and the Shareholders as a whole.

Condition precedent

Completion of the Sale and Purchase Agreement and the transactions contemplated thereunder is conditional upon the parties to the Sale and Purchase Agreement having obtained the necessary approval, operating permit, consent and filing from governmental and regulatory authorities, including but not limited to relevant registration for the transfer of equity interests at the relevant PRC government authority (the "**Approvals**").

Completion

Completion of the Sale and Purchase Agreement shall take place on the date when the relevant Approvals are obtained.

THE TRIPARTITE AGREEMENT

Date: 3 March 2015

- Parties:
- (a) Champion Well, a company incorporated in Hong Kong with limited liability and an indirect wholly-owned subsidiary of the Company and is principally engaged in investment holding.
 - (b) The HK Party, a company incorporated in Hong Kong with limited liability and is principally engaged in general trading business.
 - (c) The PRC Party, a company incorporated in Shanghai, the PRC with limited liability and is principally engaged in machinery and motor vehicle leasing, trading of machinery and plastic products and provision of construction services.

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, the HK Party and the PRC Party and their respective ultimate beneficial owners are third parties independent of the Company and its connected persons.

According to the articles of association of the JV Company dated 24 June 2014 entered into between the PRC Party and the HK Party, each of the PRC Party and the HK Party is required to contribute 20% of its share of the registered capital in cash to the JV Company within three months from the date of the business licence and the remaining portion to the JV Company within two years from the date of the business licence. As at the date of this announcement, the HK Party had not paid up any of its capital contribution in respect of its 25% equity interest in the JV Company.

Pursuant to the Tripartite Agreement, among others, (i) the PRC Party acknowledged its consent to the Acquisition and the PRC Party unconditionally and irrevocably agreed to surrender its pre-emptive rights of the JV Company and (ii) the PRC Party and the HK Party confirmed that the HK Party is responsible for all the liabilities regarding the non-contribution of the registered capital to the JV Company (the “**Non-contribution Event**”) while the PRC Party will not demand the HK Party to take up any such liabilities arising therefrom. It was further ratified that Champion Well is not responsible for any of the liabilities arising from the Non-contribution Event.

CAPITAL CONTRIBUTION TO THE JV COMPANY

Following the entering into of the Sale and Purchase Agreement and the Tripartite Agreement, on the same date, Champion Well and the PRC Party shall enter into the Amendment Deed to amend the articles of association of the JV Company such that Champion Well shall make the capital contribution in respect of its 25% equity interest in the JV Company in the amount of RMB52,500,000 (approximately HK\$65,625,000) within one year from the date of the issuance of the new business licence of the JV Company by the relevant PRC government authority. In addition, Champion Well shall have the right to make further capital contribution to the JV Company at any time, including but not limited to, obtaining over 50% equity interest of the enlarged issued share capital of the JV Company and becoming the controlling shareholder of the JV Company. The PRC Party unconditionally agreed such arrangement and will assist Champion Well and the JV Company in obtaining the relevant Approvals. Save for the aforementioned amendments, the articles of association of the JV Company shall remain unchanged and in full force and effect.

INFORMATION OF THE JV COMPANY

The JV Company is a sino-foreign equity joint venture incorporated in Shanghai, the PRC on 9 September 2014 upon obtaining its business license on the same day. The operating period of the JV Company is 30 years from 9 September 2014 to 8 September 2044.

According to the articles of association of the JV Company dated 24 June 2014 entered into between the PRC Party and the HK Party, the registered capital was RMB210,000,000 (approximately HK\$262,500,000) which will be contributed as to RMB157,500,000 by the PRC Party and as to RMB52,500,000 by the HK Party. Each of the PRC Party and the HK Party is required to contribute 20% of its share of the registered capital in cash to the JV Company within three months from the date of the business licence and in tranches the remaining portion to the JV Company within two years from the date of the business licence. As at the date of this announcement, the registered capital of RMB157,500,000, being 75% of the total registered capital of the JV Company, has been fully paid by the PRC Party in December 2014 while the HK Party had not paid up any of its capital contribution in respect of its 25% equity interest in the JV Company.

The JV Company was established for the provision of financial leasing service, operating leasing services, acquisition of leasing assets from the PRC and the overseas, salvage treatment and maintenance of financing assets and the provision of consultation and guarantee of leasing transactions.

As the JV Company was incorporated on 9 September 2014, the JV Company has yet to record any turnover and expenses.

REASONS FOR AND BENEFITS OF THE ACQUISITION

The Group is principally engaged in (i) investment holding; (ii) industrial property development; (iii) general trading including trading of metal materials; and (iv) pawnshop business in Shanghai, the PRC.

As stated in the Group's interim report for the six months ended 30 June 2014, the Group will continue to seek opportunity to expand the income stream and explore different investment opportunities which are suitable for the Group with the objective to maximize the return to the Shareholders.

According to the 2013 China Financial Leasing Development Report (2013年度中國融資租賃業發展報告) published by the China Federation of Leasing (中國租賃聯盟), there were 1,086 financial leasing companies registered in the PRC in 2013, representing an increase of 75.44% as compared to 2012. Shanghai has 228 financial leasing companies which was the most among the provinces in the PRC. The total registered capital of such financial leasing companies was RMB288.43 billion at the end of 2013, of which the financial leasing companies registered in Shanghai accounted for RMB75.79 billion. According to National Bureau of Statistics of China, Shanghai had gross domestic products of RMB2.16 trillion in 2013, which was the highest among the provinces in the PRC.

Further to the acquisition of the pawnshop business in Shanghai, the PRC, the Board believes that the acquisition of 25% equity interest in the JV Company in Shanghai would enable the Group to tap in the financial leasing business which is a growth sector in the PRC and in turn, further extend the scope of the Group's existing business, so as to diversify its business scope with a view to broaden the Group's revenue base to enhance its profitability and achieve better return of the shareholders of the Company. Given the above, the Directors are of the view that the acquisition of the 25% equity interest of the JV Company represents good business opportunities to the Group and will maximize the future contribution to the Group. The Board is of the view that the terms of the Sale and Purchase Agreement are on normal commercial terms and are fair and reasonable and in the interests of the Group and the Shareholders as a whole.

LISTING RULES IMPLICATIONS

As one or more of the applicable percentage ratios in respect of the Acquisition is more than 5% but less than 25%, the Acquisition constitutes a discloseable transaction of the Company and is subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

DEFINITIONS

In this announcement, unless the context otherwise requires, the following words and expression shall have the following meaning when used herein:

“Acquisition”	the purchase of 25% equity interest of the JV Company by Champion Well from the HK Party as contemplated under the Sale and Purchase Agreement
“Amendment Deed”	the amendment deed dated 3 March 2015 entered into between Champion Well and the PRC Party in respect of the amendments of articles of association of the JV Company
“Board”	the board of Directors
“Champion Well”	Champion Well Limited (冠勤有限公司), a company incorporated in Hong Kong with limited liability, an indirect wholly-owned subsidiary of the Company
“Company”	Greater China Holdings Limited, a company incorporated in Bermuda with limited liability and the Shares are listed on the Main Board of the Stock Exchange (Stock Code: 431)
“Completion”	completion of the Sale and Purchase Agreement in accordance with its terms and conditions
“connected person(s)”	has the meaning ascribed to it in the Listing Rules
“Directors”	directors of the Company
“Group”	the Company and its subsidiaries
“HK Party”	Hongkong Aoban Int’l Trading Limited (香港澳班國際貿易有限公司), a company incorporated in Hong Kong with limited liability
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“JV Company”	上海融鈺融資租賃有限公司 (transliterated as Shanghai Rongyu Financial Leasing Company Limited*), a sino-foreign equity joint venture incorporated in Shanghai, the PRC, with limited liability
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“PRC”	the People’s Republic of China, excluding Hong Kong, Macau Special Administrative Region and Taiwan for the purposes of this announcement
“PRC Party”	上海尤龍實業有限公司 (transliterated as Shanghai Youlong Enterprise Company Limited*), a company incorporated in the PRC with limited liability

“Sale and Purchase Agreement”	the sale and purchase agreement dated 3 March 2015 entered into amongst Champion Well and the HK Party in relation to the Acquisition
“Share(s)”	share(s) of HK\$0.005 each in the capital of the Company
“Shareholder(s)”	holder(s) of the Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Tripartite Agreement”	the tripartite agreement dated 3 March 2015 entered into amongst Champion Well, the HK Party and the PRC Party pursuant to which the PRC Party acknowledged its consent of the Acquisition and unconditionally and irrevocably agreed to surrender its pre-emptive rights of the JV Company
“HK\$”	Hong Kong dollar(s), the lawful currency of Hong Kong
“RMB”	Renminbi, the lawful currency of the PRC
“%”	per cent.

By Order of the Board
Greater China Holdings Limited
Ma Xiaoling
Chairperson

Hong Kong, 3 March 2015

For the purposes of illustration only, any amounts denominated in RMB in this announcement are translated into HK\$ at the rate of RMB0.80 = HK\$1. Such translations should not be construed as a representation that the amounts in question have been, could have been or could be, converted of any particular rate at all.

As at the date of this announcement, the Board comprises Ms. Ma Xiaoling and Ms. Chan Siu Mun as executive Directors, Mr. Joseph Shie Jay Lang and Mr. Chen Ningdi as non-executive Directors; and Mr. Ching Men Ky Carl, Mr. Lin Ruei-min and Mr. Shu Wa Tung Laurence as independent non-executive Directors.

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