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If you are in any doubt as to any aspect of this circular or as to the action to be taken, you should consult your stockbroker or other registered dealer in securities, bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your shares in China City Construction Group Holdings Limited (the “Company”), you should at once hand this circular and the accompanying form of proxy to the purchaser or the transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected for transmission to the purchaser or the transferee.

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CHINA CITY CONSTRUCTION GROUP HOLDINGS LIMITED

(Incorporated in Bermuda with limited liability)

(Stock Code: 00711)

**(1) AGREEMENT REGARDING
THE MAJOR TRANSACTION IN RELATION TO ACQUISITION OF
THE ENTIRE ISSUED SHARE CAPITAL OF
CCCC DEVELOPMENT LIMITED
(2) AMENDMENTS TO THE BYE-LAWS
AND
(3) NOTICE OF SPECIAL GENERAL MEETING**

A notice convening the special general meeting of the Company (the “SGM”) to be held at Function Rooms 1 & 2, 3/F., The Mira Hong Kong, 118 Nathan Road, Tsimshatsui, Kowloon, Hong Kong on Monday, 31 October 2016 at 10:30 a.m. is set out on pages SGM-1 to SGM-9 of this circular.

A form of proxy for use at the SGM is enclosed with this circular. If you wish to appoint proxy(ies), you are requested to complete and sign the accompanying form of proxy in accordance with the instructions printed thereon, and return it to the Hong Kong Branch Share Registrar of the Company, Tricor Secretaries Limited at Level 22, Hopewell Centre, 183 Queen’s Road East, Hong Kong not less than 48 hours before the time appointed for holding of the SGM (or any adjournment thereof). Completion and return of the form of proxy will not preclude you from attending and voting in person at the SGM (or any adjournment thereof) if you so wish and in such event, the form of proxy shall be deemed to be revoked.

30 September 2016

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DEFINITIONS

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

“2015 Guaranteed Profit”	has the meaning ascribed to it under the paragraph headed “Profit guarantee and Consideration adjustment” under “THE SALE AND PURCHASE AGREEMENT” in the Circular
“2016 Guaranteed Profit”	has the meaning ascribed to it under the paragraph headed “Profit guarantee and Consideration adjustment” under “THE SALE AND PURCHASE AGREEMENT” in the Circular
“Acquisition”	the sale and purchase of the Sale Share pursuant to the Sale and Purchase Agreement
“Agreement”	the agreement dated 25 August 2016 entered into between the Vendor and the Purchaser in respect of, among other things, certain terms in relation to the Acquisition
“Announcements”	the announcements of the Company dated 4 November 2015, 22 January 2016, 27 January 2016 and 25 April 2016 in relation to, among other things, the major transaction in respect of the Acquisition
“Board”	the board of Directors from time to time
“Business Day(s)”	any day other than a Saturday or Sunday on which banks are generally open for business in Hong Kong
“BVI”	the British Virgin Islands
“Bye-laws”	the bye-laws of the Company
“CCCC” or “Guarantor”	中國城市建設控股集團有限公司, transliterated as China City Construction Holding Group Company*, a company incorporated in the PRC with limited liability
“CCCC Fourth”	中城建第四工程局集團有限公司, transliterated as China City Construction Fourth Engineering Bureau Group Co., Limited* (formerly known as 中城建第四工程局有限公司, transliterated as China City Construction Fourth Engineering Bureau Co., Ltd.*), a company incorporated in the PRC with limited liability
“CCCC Group”	CCCC and its subsidiaries

DEFINITIONS

“CCCC International”	China City Construction (International) Co., Limited, a company incorporated in Hong Kong with limited liability, a wholly-owned subsidiary of CCCC
“CCCC Thirteenth”	中城建第十三工程局有限公司, transliterated as China City Construction Thirteenth Engineering Bureau Co., Ltd.*, a company incorporated in the PRC with limited liability
“China New Way”	China New Way Investment Limited, a company incorporated in Hong Kong with limited liability and a controlling shareholder of the Company directly and indirectly through New Way Strategic holding 837,008,830 Shares, representing approximately 56.30% of the total issued share capital in the Company as at the Latest Practicable Date
“Circular”	the circular of the Company dated 25 December 2015 in relation to, among other things, the Acquisition
“close associate(s)”	has the meaning ascribed to it under the Listing Rules
“Company”	China City Construction Group Holdings Limited, a company incorporated in Bermuda with limited liability, the Shares of which are listed on the Main Board of the Stock Exchange (Stock Code: 00711)
“Completion”	completion of the sale and purchase of the Sale Share in accordance with the terms and conditions under the Sale and Purchase Agreement
“connected person(s)”	has the meaning ascribed to it under the Listing Rules
“Consideration”	consideration for the Acquisition, being HK\$660,000,000, subject to adjustment in accordance with the terms of the Sale and Purchase Agreement
“Convertible Bonds”	the convertible bonds held by CCCC International, which consist of (i) the convertible bonds due 2018 issued by the Company in the aggregate outstanding principal amount of HK\$94,924,500; and (ii) the convertible bonds due 2017 issued by the Company in the outstanding principal amount of HK\$42,133,000
“Director(s)”	the director(s) of the Company

DEFINITIONS

“Final Agreement”	has the meaning ascribed to it under the paragraph headed “Long Stop Date” under “THE AGREEMENT” in the announcement of the Company dated 25 August 2016
“First Part Consideration”	the payment of HK\$198,000,000 in cash made by the Purchaser to the Vendor as part of the Consideration in accordance with the terms of the Sale and Purchase Agreement
“Group”	the Company and its subsidiaries from time to time
“HK\$”	Hong Kong dollar(s), the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Independent Third Party(ies)”	third party(ies) who is(are) independent of the Company and its connected persons
“Latest Practicable Date”	26 September 2016, being the latest practicable date prior to the printing of this circular for ascertaining certain information contained in this circular
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Long Stop Date”	31 March 2017 (or such other date as the Purchaser may agree)
“New Way Strategic”	New Way Strategic Investment Ltd., a company incorporated in BVI with limited liability and a wholly-owned subsidiary of China New Way directly holding 100,000,000 Shares, representing approximately 6.73% of the total issued share capital in the Company as at the Latest Practicable Date

DEFINITIONS

“Other Conditions”

the following conditions precedent to the Completion as set out in the Sale and Purchase Agreement:

- (i) the Vendor and the Target Group having obtained all necessary approvals, authorizations and consents from the relevant governmental and regulatory authorities for the Sale and Purchase Agreement and the transactions contemplated thereunder and having completed all necessary application for approvals, valuations, registrations and filings (if applicable) to the relevant governmental or regulatory authorities (including but not limited to the governmental or regulatory authorities of the PRC); and there have been no laws, regulations and decisions proposed, enacted or adopted by any government or regulatory authorities which prohibit, restrict or substantially delay the sale and purchase of the Sale Share or the operation of the Target Group after the Completion;
- (ii) all the Vendor’s representations and warranties as set out in the Sale and Purchase Agreement having remained true and accurate in all material respects as at the date of Completion, as if repeated on the date of Completion;
- (iii) the Target Group and the Vendor having notified any creditors (including financial institutions) or any third parties, who have the rights to be informed, about the transactions contemplated under the Sale and Purchase Agreement and obtained their approval if necessary; or, after having notified such creditors (including financial institutions) or third parties, there has been no objection from them on the transactions contemplated under the Sale and Purchase Agreement and no actions to terminate the cooperation with the Target Group (including but not limited to, the revocation for loans granted to the Target Group); and

DEFINITIONS

	(iv) the Purchaser being satisfied that there are no circumstances, facts or situation which constitutes or may constitute any breach of Vendor's warranties under the Sale and Purchase Agreement, and the Vendor has complied with all of its obligations under the Sale and Purchase Agreement.
"PRC"	the People's Republic of China (excluding, for the purpose of this circular, Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan)
"Purchaser"	China City Construction Investments Holdings Limited (formerly known as Leading Top Investments Limited), a company incorporated in BVI with limited liability and a direct wholly-owned subsidiary of the Company
"Sale Share"	the one ordinary share of the Target Company, representing 100% of issued share capital of the Target Company
"Sale and Purchase Agreement"	the sale and purchase agreement dated 4 November 2015 entered into among the Vendor, the Purchaser and the Guarantor in respect of, among other things, the Acquisition
"SGM"	the special general meeting of the Company to be convened for, among other things, considering and, if thought fit, approving (i) the Agreement and the transaction contemplated thereunder; and (ii) the amendments to the Bye-laws
"Share(s)"	ordinary share(s) of HK\$0.10 each in the share capital of the Company
"Shareholder(s)"	the holder(s) of issued Shares
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"subsidiary(ies)"	has the meaning ascribed to it under the Listing Rules
"Target Company"	CCCC Development Limited, a company incorporated in BVI with limited liability
"Target Group"	the Target Company, CCCC Fourth, CCCC Thirteenth and their respective subsidiaries

DEFINITIONS

“Target Shares”	the Sales Share, the 50% equity interest in CCCC Fourth and the 50% equity interest in CCCC Thirteenth
“Vendor”	China Chengjian Investment Limited, a company incorporated in BVI with limited liability
“Vendor’s Cash Repayment Obligation”	has the meaning ascribed to it under the paragraph headed “Long Stop Date” under “THE AGREEMENT” in the announcement of the Company dated 25 August 2016
“%”	per cent.

* *The English translation of the Chinese name is for identification purposes only, and should not be regarded as the official English translation of such name.*

LETTER FROM THE BOARD



CHINA CITY CONSTRUCTION GROUP HOLDINGS LIMITED

(Incorporated in Bermuda with limited liability)

(Stock Code: 00711)

Executive Directors:

Mr. Xu Jianhua *(Co-Chairman)*

Ir Dr. Pang Yat Bond, Derrick *(Deputy Chairman)*

Mr. Kwok Yuk Chiu, Clement *(Managing Director)*

Registered Office:

Clarendon House

2 Church Street

Hamilton HM 11

Bermuda

Non-executive Directors:

Mr. Pang Yat Ting, Dominic *(Co-Chairman)*

Mr. Zhang Xiaoliang

Mr. Chow Wing Kin, Anthony *SBS, JP*

Head Office and

Principal Place of Business:

Room 803-804, 8/F.

Bank of East Asia Harbour View Centre

56 Gloucester Road, Wanchai

Hong Kong

Independent Non-executive Directors:

Mr. Chan Stephen Yin Wai

Mr. Kwan Ringo Cheukkai

Mr. Wu William Wai Leung

30 September 2016

To the Shareholders and,

for information only, the holders of convertible bonds

Dear Sir or Madam,

**(1) AGREEMENT REGARDING
THE MAJOR TRANSACTION IN RELATION TO ACQUISITION OF
THE ENTIRE ISSUED SHARE CAPITAL OF
CCCC DEVELOPMENT LIMITED
(2) AMENDMENTS TO THE BYE-LAWS
AND
(3) NOTICE OF SPECIAL GENERAL MEETING**

1. INTRODUCTION

The purpose of this circular is to provide you with the notice of SGM and further information in respect of the ordinary resolutions and special resolution to be proposed at the SGM relating to (i) the Agreement and (ii) the amendments to the Bye-laws.

LETTER FROM THE BOARD

2. AGREEMENT REGARDING THE MAJOR TRANSACTION IN RELATION TO THE ACQUISITION OF THE ENTIRE ISSUED SHARE CAPITAL OF CCCC DEVELOPMENT LIMITED

References are made to the Announcements and the Circular in relation to, among other things, the major transaction in respect of the Acquisition. As disclosed in the Announcements and the Circular, the Purchaser (a wholly-owned subsidiary of the Company), the Vendor and the Guarantor entered into the Sale and Purchase Agreement, pursuant to which the Vendor agreed to sell and the Purchaser agreed to purchase the Sale Share, which represents the entire issued share capital of the Target Company, at the total Consideration of HK\$660,000,000. The Sale Share was transferred to the Purchaser on 27 January 2016 and the Completion took place on 25 April 2016 (the “**Original Completion Date**”). As at the Latest Practicable Date, the Purchaser has paid the First Part Consideration of HK\$198,000,000 to the Vendor in accordance with the terms of the Sale and Purchase Agreement.

Reference is also made to the announcement of the Company dated 25 July 2016 (the “**Clarification and Inside Information Announcement**”) in relation to, among other things, the intention of the Board to re-negotiate with the Vendor in respect of the Acquisition.

As disclosed in the announcement of the Company dated 25 August 2016 and set out in the section headed “REASONS FOR ENTERING INTO THE AGREEMENT” in this circular, the Purchaser further negotiated with the Vendor and the parties entered into the Agreement and agreed to unwind the Acquisition pursuant to the terms and conditions of the Agreement.

THE AGREEMENT

Date:	25 August 2016 (after trading hours of the Stock Exchange)
The Vendor:	China Chengjian Investment Limited
The Purchaser:	China City Construction Investments Holdings Limited (formerly known as Leading Top Investments Limited)

To the best of the Directors’ knowledge, information and belief having made all reasonable enquiries, save as disclosed in the section headed “INFORMATION ON CCCC GROUP, THE VENDOR AND THE TARGET GROUP” in the Circular and this circular, the Vendor and its ultimate beneficial owner are Independent Third Parties.

LETTER FROM THE BOARD

Principal terms of the Agreement

Pursuant to the Agreement, the parties agree that:

- (1) the Completion shall be treated as having not yet taken place, as if the Acquisition had never been completed on the Original Completion Date and the Purchaser had never been beneficially interested in or responsible for any liability in respect of the Target Shares;
- (2) before the Final Agreement is entered into or the date on which the Vendor's Cash Repayment Obligation is triggered pursuant to the terms of the Agreement (if applicable), the Target Shares shall be regarded being held by the Purchaser and its wholly-owned subsidiaries on trust for the Vendor; and
- (3) the First Part Consideration shall be regarded as being held by the Vendor on trust for the Purchaser (the "**Funds**").

Long Stop Date

The parties to the Agreement agree that by the Long Stop Date:

- (A) the Vendor shall procure that the Target Group will maintain their normal operations and establish a sound and effective decision-making mechanism so that the corporate control and the decision-making power over each member of the Target Group are capable of being effectively transferred to the Purchaser;
- (B) the Purchaser has right to conduct further due diligence on the Target Group, including the financial, legal, regulatory, taxation and commercial aspects in respect of the Target Group's businesses, assets, liabilities, operations, contracts and other matters (the "**Due Diligence**");
- (C) the parties will discuss and determine the matters in relation to the Acquisition, including (i) whether the result of the Due Diligence is satisfactory to the Purchaser and whether the Other Conditions contained in the Sale and Purchase Agreement can be satisfied or waived by the Purchaser (as the case may be); (ii) whether the Consideration shall be adjusted; and (iii) whether the 2015 Guaranteed Profit and the 2016 Guaranteed Profit can be achieved as set out in the Sale and Purchase Agreement; and
- (D) if the parties to the Sale and Purchase Agreement agree on the terms referred to above and enter into an agreement in relation to the Acquisition (the "**Final Agreement**"), the Funds will be applied as the Consideration or part of the Consideration (as the case may be). If there is any surplus of the Consideration after the application of the Funds, the Vendor shall repay such surplus (without any interest) in cash to the Purchaser within five (5) Business Days after the signing of the Final Agreement. For the avoidance of doubt, the First Part Consideration shall be regarded as being held by the Vendor on trust for the Purchaser before the Final Agreement is entered into.

LETTER FROM THE BOARD

In the event that by the Long Stop Date, (i) the parties fail to enter into the Final Agreement; or (ii) the Purchaser has by written notice notified the Vendor that (a) it reasonably believes that the Target Group does not meet the standard as described in paragraph (A) above; (b) the Target Group's businesses, assets, liabilities, operations, contracts and other matters are not in line with the Purchaser's expectation or the requirements of Hong Kong regulatory authorities in respect of the quality of the target company to be acquired by a listed company, the Vendor shall within ten (10) days (or such later date as agreed by the Purchaser) repay the Purchaser the First Part Consideration in cash (or in such other manner as agreed by the Purchaser) without any interest thereon (the "**Vendor's Cash Repayment Obligation**"), after which the Purchaser and/or its wholly-owned subsidiaries shall immediately transfer the Target Shares back to the Vendor.

If the Vendor fails to fulfill its obligations to repay the First Part Consideration to the Purchaser under the Vendor's Cash Repayment Obligation, the Purchaser is entitled to take steps to protect its interest, including (i) selling or procuring its wholly-owned subsidiaries to sell the Target Shares in part or in whole to a third party and claiming any shortfall directly against the Vendor and the Guarantor pursuant to the Sale and Purchase Agreement; and/or (ii) claiming any loss or damages directly against the Vendor and the Guarantor pursuant to the Sale and Purchase Agreement.

INFORMATION OF THE PURCHASER AND THE GROUP

The Purchaser is a direct wholly-owned subsidiary of the Company incorporated in BVI with limited liability and its principal activity is investment holding.

The Group is principally engaged in civil engineering, electrical and mechanical engineering, foundation and building construction work, property development and investment, professional services (including provision of security and property management services) and other activities.

INFORMATION ON CCCC GROUP, THE VENDOR AND THE TARGET GROUP

The Vendor is a company incorporated in BVI with limited liability and a direct wholly-owned subsidiary of CCCC. Its principal business activity is investment holding. CCCC is a company incorporated in the PRC with limited liability and an urban development and construction enterprise in the PRC. The CCCC Group is primarily engaged in municipal construction, building construction, and construction of build-transfer, build-operate-transfer, public-private partnership projects, property development and investment in the PRC.

The CCCC Group has the following relationship with the Group:

- (1) as at the Latest Practicable Date, CCCC International holds (i) 130,000,000 Shares, representing approximately 8.74% of the total issued share capital of the Company; and (ii) the Convertible Bonds. As at the Latest Practicable Date, none of the Convertible Bonds has been converted into any Shares; and

LETTER FROM THE BOARD

- (2) the Group has business collaboration with the CCCC Group in respect of certain projects, the details of which have been disclosed in the prior announcement dated 2 October 2015, the Circular and 2015/16 annual report of the Company.

The Target Group is principally engaged in building construction, public-private partnership projects construction, urban infrastructure construction, government and public facility construction and primary land development, and the two main groups of companies in the Target Group are headed by CCCC Fourth and CCCC Thirteenth, the details of which have been disclosed in the paragraph headed “The Target Group” under “INFORMATION ON CCCC GROUP, THE VENDOR AND THE TARGET GROUP” in the Circular.

REASONS FOR ENTERING INTO THE AGREEMENT

Since the Original Completion Date, both the Purchaser and the Vendor and the management of the Target Group have worked hard regarding an effective transition of decision-making mechanism and control over account and finances of the Target Group, but significant differences remain and such transition has not been successful as at the Latest Practicable Date. The Vendor and the Purchaser had different opinion on (i) whether all the Vendor’s representations and warranties as set out in the Sale and Purchase Agreement had remained true and accurate as at the Original Completion Date; and (ii) whether the Vendor and the Guarantor had complied with all their obligations under the Sale and Purchase Agreement.

In addition, as disclosed in the Clarification and Inside Information Announcement, the Company learned from media reporting that CCCC International had difficulties in fulfilling its redemption obligation in respect of the bonds issued by it. Such difficulties reported by the media have caused adverse impact not only on the CCCC Group, but also on the operation and finance of CCCC Fourth and CCCC Thirteenth.

Under such circumstances, the Purchaser further negotiated with the Vendor and the parties agreed to unwind the Acquisition pursuant to the terms and conditions of the Agreement.

On the basis of the foregoing, the Directors are of the view that the terms of the Agreement and the transactions contemplated thereunder, which have been agreed after arm’s length negotiations, are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

LISTING RULES IMPLICATIONS

Pursuant to Rule 14.36 of the Listing Rules, where a transaction previously announced pursuant to Chapter 14 of the Listing Rules is terminated or there is any material variation of its terms or material delay in the completion of the agreement, the listed issuer must as soon as practicable announce this fact by means of an announcement published in accordance with Rule 2.07C of the Listing Rules. Also, as the Acquisition constitutes a major transaction under Chapter 14 of the Listing Rules and the Sale and Purchase

LETTER FROM THE BOARD

Agreement was previously approved by the Shareholders in general meeting, for good corporate governance practice, the Board will seek Shareholders' approval for the Agreement and the transactions contemplated thereunder.

In the event that the terms of the Final Agreement are agreed and the Final Agreement is entered into by the parties, the Company will comply with the applicable requirements of the Listing Rules for the transactions under the Final Agreement.

GENERAL

The Vendor is a subsidiary of CCCC. CCCC Group and their respective close associates (including CCCC International) will abstain from voting at the SGM in respect of the resolutions to consider the Agreement as a result of having a material interest therein. As at the Latest Practicable Date, through its indirect wholly-owned subsidiary, CCCC holds 130,000,000 Shares, representing approximately 8.74% of the issued share capital of the Company and Convertible Bonds due 2017 and 2018 that can be converted into 91,000,000 Shares and 60,500,000 Shares respectively upon full conversion of these Convertible Bonds. On the assumption that no Shares being issued or repurchased under the current general mandate granted by Shareholders to the Board at the Company's annual general meeting on 22 August 2016 and that CCCC will not dispose of the above mentioned Shares and the Convertible Bonds, CCCC will hold an aggregate of 281,500,000 Shares in the Company upon full exercise of the conversion rights attached to the Convertible Bonds, which will represent approximately 17.18% of the enlarged issued share capital of the Company.

To the best of the Directors' knowledge, information and belief after having made all reasonable enquiries, save as disclosed in this circular, no other Shareholder is required to abstain from voting at the SGM to approve the Agreement and the transactions contemplated thereunder.

As at the Latest Practicable Date, China New Way, being a controlling shareholder of the Company, directly holds 737,008,830 Shares, and through its wholly-owned subsidiary New Way Strategic, indirectly holds 100,000,000 Shares. Such 837,008,830 Shares held by China New Way and New Way Strategic represent approximately 56.30% of the total issued share capital in the Company as at the Latest Practicable Date. Each of China New Way and New Way Strategic has irrevocably and unconditionally undertaken to vote in favour of the relevant resolutions in relation to the Agreement at the SGM pursuant to an undertaking dated 25 August 2016 given by China New Way and New Way Strategic respectively in favour of the Company.

3. AMENDMENTS TO THE BYE-LAWS

A special resolution will be proposed at the SGM to approve the amendments to certain provisions in the Bye-laws in respect of (i) the operation of co-chairmanship structure, (ii) Directors' retirement and re-election at general meetings, and (iii) other minor drafting improvements (the "**Amendments to the Bye-laws**").

LETTER FROM THE BOARD

Operation of Co-Chairmanship Structure

The Board is currently under the joint leadership of the Co-Chairmen. In order to facilitate the operation of the co-chairmanship structure, the Board proposes to amend the Bye-laws in regard to, among other things, the appointment of co-chairmen of the Board and chairing of Board meetings and general meetings of the Company.

Directors' Retirement and Re-election at General Meetings

The chairman of the Board and managing director of the Company are not subject to retirement and re-election at general meetings of the Company under the existing Bye-laws 86(2) and 169(2). In order to enhance corporate governance of the Company, the Board proposes to amend such provisions in the Bye-laws in compliance with code provision A.4.2 of the Corporate Governance Code contained in Appendix 14 to the Listing Rules, such that (i) all Directors appointed by the Board to fill a casual vacancy and as an addition to the Board shall be subject to re-election at the first general meeting and annual general meeting after appointment, respectively, and (ii) all Directors shall be subject to the provisions in the Bye-laws for retirement by rotation and re-election at annual general meetings.

Other Minor Drafting Improvements

The Board would take the opportunity to propose other minor drafting improvements to the Bye-laws.

GENERAL

The legal advisers of the Company as to Hong Kong laws and Bermuda laws have respectively confirmed that the Amendments to the Bye-laws conform with the requirements of the Listing Rules and the applicable laws of Bermuda. The Company confirms that there is nothing unusual about the Amendments to the Bye-laws for a company listed on the Stock Exchange.

The Board is of the opinion that the Amendments to the Bye-laws are in the interests of the Company and the Shareholders as a whole. To the best of the Directors' knowledge, information and belief after having made all reasonable enquiries, no Shareholder is required to abstain from voting at the SGM to approve the Amendments to the Bye-laws.

The full text of the special resolution containing the Amendments to the Bye-laws is set out in resolution no. 2 in the notice of SGM set out on pages SGM-2 to SGM-8 of this circular.

4. THE SGM

The Company will convene the SGM to be held at Function Rooms 1 & 2, 3/F., The Mira Hong Kong, 118 Nathan Road, Tsimshatsui, Kowloon, Hong Kong on Monday, 31 October 2016 at 10:30 a.m. for the purpose of considering, and if thought fit, among other things, approving (i) the Agreement and the transactions contemplated thereunder as ordinary resolutions; and (ii) the Amendments to the Bye-laws as special resolution.

LETTER FROM THE BOARD

A form of proxy for use at the SGM is enclosed with this circular. If you wish to appoint proxy(ies), you are requested to complete and sign the accompanying form of proxy in accordance with the instruction printed thereon, and return it to the Hong Kong Branch Share Registrar of the Company, Tricor Secretaries Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong not less than 48 hours before the time appointed for holding of the SGM (or any adjournment thereof). Completion and return of the form of proxy will not preclude you from attending and voting in person at the SGM (or any adjournment thereof) if you so wish and in such event, the form of proxy shall be deemed to be revoked. Any Shareholder with a material interest in the Agreement will not vote at the SGM.

5. VOTING BY WAY OF POLL

In accordance with Rule 13.39(4) of the Listing Rules, all votes of the Shareholders at the SGM must be taken by poll except where the chairman of the SGM, in good faith, decides to allow a resolution which relates purely to a procedural or administrative matter to be voted on by a show of hands. As such, the resolutions set out in the notice of SGM will be voted by poll. The Company will announce the results of the poll in the manner prescribed under Rule 13.39(5) of the Listing Rules after the SGM.

6. RESPONSIBILITY STATEMENT

This circular, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that, to the best of their knowledge and belief, the information contained in this circular is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this circular misleading.

7. RECOMMENDATION

Having taken into consideration the factors and reasons as stated in this letter, the Board considers that (i) the terms of the Agreement and the transaction contemplated thereunder are fair and reasonable; and (ii) the terms of the Agreement and the transaction contemplated thereunder and the Amendments to the Bye-Laws are in the interests of the Company and the Shareholders as a whole. Accordingly, the Board recommends the Shareholders to vote in favour of all the resolutions to be proposed at the SGM.

Yours faithfully,
By Order of the Board
**CHINA CITY CONSTRUCTION
GROUP HOLDINGS LIMITED**
Xu Jianhua Pang Yat Ting, Dominic
Co-Chairman Co-Chairman

NOTICE OF SPECIAL GENERAL MEETING



CHINA CITY CONSTRUCTION GROUP HOLDINGS LIMITED

(Incorporated in Bermuda with limited liability)

(Stock Code: 00711)

NOTICE OF SPECIAL GENERAL MEETING

NOTICE IS HEREBY GIVEN that the special general meeting (the “Meeting”) of China City Construction Group Holdings Limited (the “Company”) will be held at Function Rooms 1 & 2, 3/F., The Mira Hong Kong, 118 Nathan Road, Tsimshatsui, Kowloon, Hong Kong on Monday, 31 October 2016 at 10:30 a.m. to consider and, if thought fit, with or without modifications, pass the following resolutions:

ORDINARY RESOLUTIONS

1. **“THAT:**

- (i) the agreement dated 25 August 2016 (the “Agreement”) entered into between China Chengjian Investment Limited as vendor and China City Construction Investments Holdings Limited (formerly known as Leading Top Investments Limited) as purchaser (a copy of the Agreement is tabled at the Meeting and marked “A” and initialed by the chairman of the Meeting for the purpose of identification) in respect of, among other things, certain terms in relation to the sale and purchase of the entire issued share capital in CCCC Development Limited, and all transactions contemplated thereunder, be and are hereby approved, confirmed and ratified; and
- (ii) the directors of the Company (the “Directors”) be and are hereby authorised, for and on behalf of the Company, to execute all such other documents, instruments and agreements and to do all such acts or things deemed by them to be incidental to, ancillary to or in connection with the matters contemplated under the Agreement and to agree to any amendment to any of the terms of the Agreement which in the opinion of the Directors is not of a material nature and is in the interests of the Company.”

NOTICE OF SPECIAL GENERAL MEETING

SPECIAL RESOLUTION

2. **“THAT** the bye-laws of the Company (the “Bye-laws”) be and are hereby amended as follows:

(i) Bye-law 1:

(a) by adding a new definition of “Chairman of the Board” after the definition of “capital” in Bye-law 1 as follows:

““Chairman of the Board” the Chairman of the Board, or, where more than one Chairman of the Board have been appointed, any one or each of the Co-Chairmen of the Board (as the context may require) referred to in Bye-law 114.”

(b) by deleting the definition of “Company” in Bye-law 1 in its entirety and substituting therefor the following definition:

““Company” China City Construction Group Holdings Limited.”

(ii) Bye-law 63:

by deleting Bye-law 63 in its entirety and substituting therefor the following:

“The Chairman of the Board shall preside as chairman at every general meeting. If at any general meeting the Chairman of the Board is not present within fifteen (15) minutes after the time appointed for holding the meeting, or is not willing to act as the chairman of the meeting, the Directors present shall choose one of their number to act, or if one Director only is present he shall preside as the chairman of the meeting if willing to act. If no Director is present, or if each of the Directors present declines to take the chair of the meeting, or if the chairman chosen shall retire from the chair of such meeting, the Members present in person or (in the case of a Member being a corporation) by its duly authorised representative or by proxy and entitled to vote shall elect one of their number to be the chairman of the meeting.”

(iii) Bye-law 64:

by adding the words “of any general meeting” immediately after the words “The chairman” in the first sentence, such that the first sentence of Bye-law 64 shall read as follows:

“The chairman of any general meeting may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place as the meeting shall determine,

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but no business shall be transacted at any adjourned meeting other than business which might lawfully have been transacted at the meeting had the adjournment not taken place.”

(iv) Bye-law 67:

by adding the words “of the meeting” immediately after the word “chairman” in the first sentence, such that the first sentence of Bye-law 67 shall read as follows:

“A declaration by the chairman of the meeting that a resolution has been carried, or carried unanimously, or by a particular majority, or not carried by a particular majority, or lost, and an entry to that effect made in the minute book of the Company, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded for or against the resolution except that in the case of voting by way of a poll, the result of the poll shall be deemed to be the resolution of the meeting or adjourned meeting.”

(v) Bye-law 77:

by (a) replacing the words “to the Chairman” with “to the chairman” in the second last sentence, (b) replacing the words “if the Chairman” with “if the chairman of the meeting” in the second last sentence, and (c) replacing the word “Chairman” with “chairman of the meeting” in the last sentence, such that the second last and last sentences of Bye-law 77 shall read as follows:

“Any objection or error shall be referred to the chairman of the meeting and shall only vitiate the decision of the meeting on any resolution if the chairman of the meeting decides that the same may have affected the decision of the meeting. The decision of the chairman of the meeting on such matters shall be final and conclusive.”

(vi) Bye-law 86(2):

by (a) deleting the words “(other than the Chairman and Managing Director)” appearing in the last sentence, and (b) adding the words “pursuant to Bye-law 87” immediately after the words “such meeting” in the last sentence, such that the last sentence of Bye-law 86(2) shall read as follows:

“Any Director so appointed shall hold office only until the next following general meeting of the Company (in the case of filling a casual vacancy) or until the next following annual general meeting of the Company (in case of an addition to their number) after his appointment and shall be subject to re-election by shareholders provided that any Director who so retires shall not be taken into account in determining which particular Director or the number of Directors who are to retire by rotation at such meeting pursuant to Bye-law 87.”

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(vii) Bye-laws 87 and 169(2):

by (a) deleting Bye-laws 87 and 169(2) in their entirety, and (b) substituting the following for Bye-law 87:

“At each annual general meeting one-third of the Directors for the time being, or if their number is not three or a multiple of three, then the number nearest to but not exceeding one-third, shall retire from office by rotation provided that every Director, including those appointed for a specific term, shall be subject to retirement by rotation at least once every three years. A retiring Director shall be eligible for re-election. The Directors to retire by rotation shall include (so far as necessary to ascertain the number of Directors to retire by rotation) any Director who wishes to retire and not to offer himself for re-election. Any further Directors so to retire shall be those of the other Directors subject to retirement by rotation who have been longest in office since their last re-election or appointment and so that as between persons who became or were last re-elected Directors on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by lot.”

(viii) Bye-laws 92 and 169(3):

by (a) deleting Bye-laws 92 and 169(3) in their entirety, and (b) substituting the following for Bye-law 92:

“Any Director may at any time by notice in writing delivered to the Office or head office or at a meeting of the Directors appoint any person to be his alternate director and may at his discretion remove such alternate director and if such alternate director is not another director, such appointment, unless previously approved by the Board, shall have effect only upon and subject to it being so approved. Any appointment or removal of an alternate director shall be effected by notice in writing signed by the appointor and delivered to the Office or head office or tendered at a meeting of the Board. An alternate Director may be removed at any time by body which appointed him and, subject thereto, the office of alternate Director shall continue until the next annual election of Directors or, if earlier, the date on which the relevant Director ceases to be a Director. An alternate Director may also be a Director in his own right and may act as alternate to more than one Director. An alternate Director shall, if his appointor so requests, be entitled to receive notices of meetings of the Board or of committees of the Board to the same extent as, but in lieu of, the Director appointing him and shall be entitled to such extent to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present and generally at such meeting to exercise and discharge all the functions, powers and duties of his appointor as a Director and for the purposes of the proceedings at such meeting the provisions of these Bye-laws shall apply as if he were a Director save that as an alternate for more than one Director his voting rights shall be cumulative.”

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(ix) Bye-laws 93 and 169(4):

by (a) deleting Bye-laws 93 and 169(4) in their entirety, and (b) substituting the following for Bye-law 93:

“Every alternate Director when performing the functions of a Director shall (except as regards power to appoint an alternate Director and remuneration) be subject in all respects to the provisions of the Act and these Bye-laws relating to Directors and shall alone be responsible to the Company for his acts and defaults and shall not be deemed to be the agent of or for the Director appointing him. An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified by the Company to the same extent mutatis mutandis as if he were a Director but he shall not be entitled to receive from the Company any fee in his capacity as an alternate Director except only such part, if any, of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.”

(x) Bye-laws 95 and 169(5):

by (a) deleting Bye-laws 95 and 169(5) in their entirety, and (b) substituting the following for Bye-law 95:

“An alternate Director shall ipso facto cease to be an alternate Director if his appointor ceases for any reason to be a Director, however, such alternate Director or any other person may be re-appointed by the Directors to serve as an alternate Director PROVIDED always that, if at any meeting any Director retires but is re-elected at the same meeting, any appointment of such alternate Director pursuant to these Bye-laws which was in force immediately before his retirement shall remain in force as though he had not retired.”

(xi) Bye-law 114:

by deleting Bye-law 114 in its entirety and substituting therefor the following:

“(1) The Board may from time to time elect or otherwise appoint one or more Chairman of the Board or one or more deputy chairman of the Board and determine the period for which each of them is to hold office. The Chairman of the Board shall take the chair at meetings of the Board. If there is no Chairman of the Board elected or appointed, or if at any meeting of the Board no Chairman of the Board is present within fifteen (15) minutes after the time appointed for holding such meeting, or if the Chairman of the Board is present but declines to take the chair of the meeting, the Directors present shall choose one of their number to be the chairman of such meeting.

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- (2) More than one Directors may at any one time be appointed to be Chairman of the Board or deputy chairman of the Board, and whenever there are for the time being more than one Director so appointed, the Directors so appointed shall together be Co-Chairmen of the Board or co-deputy chairmen of the Board (as the case may be).
- (3) Where there are for the time being Co-Chairmen of the Board or co-deputy chairmen of the Board, each individual Director appointed to be Chairman of the Board or deputy chairman of the Board shall be referred to as Co-Chairman of the Board or co-deputy chairman of the Board but shall be entitled to discharge separately all the functions of the position to which he is appointed, and references in these Bye-laws to “the Chairman of the Board” or “the deputy chairman of the Board” (as the case may be) shall, unless the context requires otherwise, be to each of the Directors for the time being appointed to that position.
- (4) The Directors who are for the time being Co-Chairmen of the Board may agree among themselves which of their number, if he is present, will take the chair at any meeting of the Board or any general meeting. Subject to that, if only one of the Co-Chairmen of the Board is present or agrees to take the chair at the relevant meeting, he shall take the chair at that relevant meeting. If the Co-Chairmen of the Board present at the relevant meeting are unable to agree among themselves which of them shall take the chair at such meeting, the Directors present at that relevant meeting shall choose one of such Co-Chairmen to act as the chairman of such meeting.”

(xii) Bye-law 116:

by (a) adding the words “by facsimile or other electronic means or verbally” immediately after the words “in writing or” in the second sentence, and (b) replacing the words “President or the chairman of the Board, as the case may be,” with “Chairman of the Board” in the second sentence, such that the second sentence of Bye-law 116 shall read as follows:

“The Secretary shall convene a meeting of the Board of which notice may be given in writing or by facsimile or other electronic means or verbally by telephone or in such other manner as the Board may from time to time determine whenever he shall be required so to do by the Chairman of the Board or any Director.”

(xiii) Bye-law 122:

by replacing the second sentence in Bye-law 122 with the following:

“Such resolution may be contained in one document or in several documents in like form each signed by one or more of the Directors or alternate Directors and for this purpose a signature of a Director or an alternate Director contained in a document transmitted by facsimile or other electronic means shall be treated as

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valid provided that the document containing the original signature of the Director or alternate Director is deposited with the Secretary within ten (10) days from the date of such transmission.”

(xiv) Bye-laws 127(1) and 169(6):

by (a) deleting Bye-laws 127(1) and 169(6) in their entirety, and (b) substituting the following for Bye-law 127(1):

“The officers of the Company shall consist of the Chairman of the Board, Directors, Secretary and such additional officers as the Board may from time to time determine, all of whom shall be deemed to be officers for the purposes of the Statutes and these Bye-laws.”

(xv) Bye-laws 127(2) and 169(7):

by (a) deleting Bye-laws 127(2) and 169(7) in their entirety, and (b) substituting the following for Bye-law 127(2):

“The Directors of the Company shall, as soon as may be after each appointment or election of Directors, elect one of their number to be Chairman of the Board and may appoint another of their number to be Managing Director; and if more than one Directors are proposed for either of these offices, the election to such office shall take place in such manner as the Directors may determine. If thought fit, two or more persons may be appointed as Co-Chairmen of the Board or Joint Managing Directors.”

(xvi) Bye-law 129:

by (a) replacing the words “President or the Chairman, as the case may be,” with “Chairman of the Board” in the first sentence, and (b) adding the words “of the meeting” immediately after the word “chairman” in the second sentence, such that Bye-law 129 shall read as follows:

“The Chairman of the Board shall act as chairman at all meetings of the Members and of the Directors at which he is present. In his absence a chairman of the meeting shall be appointed or elected by those present at the meeting.”

(xvii) Bye-law 163:

by (a) replacing the words “cable or telex or facsimile” with “facsimile or other electronic”, and (b) replacing the word “Director” appearing after the words “holder of shares from” with “director”, such that Bye-law 163 shall read as follows:

“For the purposes of these Bye-laws, a facsimile or other electronic transmission message purporting to come from a holder of shares or, as the case may be, a Director or alternate Director, or, in the case of a corporation which is a holder of

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shares from a director or the secretary thereof or a duly appointed attorney or duly authorised representative thereof for it and on its behalf, shall in the absence of express evidence to the contrary available to the person relying thereon at the relevant time be deemed to be a document or instrument in writing signed by such holder or Director or alternate Director in the terms in which it is received.”

(xviii) Bye-law 169(1):

by deleting Bye-law 169(1) in its entirety and substituting therefor the following as the new Bye-law 169:

“169. The provisions contained in these Bye-laws, or any of them, shall have effect at any time and from time to time that they are not prohibited by or inconsistent with any provision of the Statutes.””

By Order of the Board
**CHINA CITY CONSTRUCTION
GROUP HOLDINGS LIMITED**
Xu Jianhua Pang Yat Ting, Dominic
Co-Chairman Co-Chairman

Hong Kong, 30 September 2016

Notes:

- (1) *Any member of the Company entitled to attend and vote at the Meeting (or any adjournment thereof) is entitled to appoint one or more proxies to attend and vote in his or her stead. A proxy need not be a member of the Company.*
- (2) *To be valid, a form of proxy, together with the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy thereof, must be deposited at the Hong Kong Branch Share Registrar of the Company, Tricor Secretaries Limited (“Tricor”) at Level 22, Hopewell Centre, 183 Queen’s Road East, Hong Kong not less than 48 hours before the time appointed for holding of the Meeting (or any adjournment thereof). Completion and return of the form of proxy will not preclude you from attending and voting in person at the Meeting (or any adjournment thereof) if you so wish and in such event, the form of proxy shall be deemed to be revoked.*
- (3) *In the case of joint registered holders of any share(s) of the Company (“Shares(s)”), any one of such holders may attend and vote at the Meeting (or any adjournment thereof), either personally or by proxy, in respect of such Share(s) as if he/she was solely entitled thereto, but if more than one of such joint holders are present at the Meeting (or any adjournment thereof), either personally or by proxy, then one of the said persons so present whose name stands first on the register of members of the Company in respect of such Share(s) shall alone be entitled to vote in respect thereof.*
- (4) *All the resolutions at the Meeting are to be voted by way of poll except where the chairman, in good faith, decides to allow a resolution which relates purely to a procedural or administrative matter to be voted on by a show of hands.*

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- (5) *The register of members of the Company will be closed from Friday, 28 October 2016 to Monday, 31 October 2016 (both days inclusive) for the purpose of determining the entitlement to attend and vote at the Meeting, during which period no transfer of Share(s) will be registered. In order to be eligible to attend and vote at the Meeting, all completed transfer documents accompanied by the relevant share certificate(s) must be lodged with Tricor at the above address for registration not later than 4:30 p.m. on Thursday, 27 October 2016. Shareholders whose names appear on the register of members of the Company on Monday, 31 October 2016 shall be entitled to attend and vote at the Meeting.*
- (6) *The Bye-laws are in the English language. The Chinese version of the amendments to the Bye-laws set out in resolution no. 2 in the notice of the Meeting above is a translation for reference only. Should there be any discrepancies, the English version will prevail.*