
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

SCHEDULE 13D

**Under the Securities Exchange Act of 1934
(Amendment No.)***

China Index Holdings Limited
(Name of Issuer)

**Class A Ordinary Shares, par value US\$0.001 per share
Class B Ordinary Shares, par value US\$0.001 per share**
(Title of Class of Securities)

16954W101**
(CUSIP Number)

**Tianquan Mo
Tower A, No. 20 Guogongzhuang Middle Street
Fengtai District, Beijing 100070
The People's Republic of China
+86-10-5631 8661**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

June 11, 2019
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 1(f) or 1(g), check the following box .

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-1(a) for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

** This CUSIP applies to the American Depositary Shares of the issuer, evidenced by American Depositary Receipts, each representing one of one Class A Ordinary Share. No CUSIP has been assigned to the Class A Ordinary Shares or Class B Ordinary Shares of the Issuer.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1.	Names of Reporting Persons. Tianquan Mo	
2.	Check the Appropriate Box if a Member of a Group (See Instructions). (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization People's Republic of China	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0
	8.	Shared Voting Power 7,359,473 Class A Ordinary Shares 25,391,206 Class B Ordinary Shares (See Item 5)
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 7,359,473 Class A Ordinary Shares 25,391,206 Class B Ordinary Shares (See Item 5)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 7,359,473 Class A Ordinary Shares 25,391,206 Class B Ordinary Shares (See Item 5)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 9.6% of the Class A Ordinary Shares 100.0% of the Class B Ordinary Shares (See Item 5) ⁽¹⁾	
14.	Type of Reporting Person (See Instructions) IN	

(1) The percentage of the class of securities beneficially owned by each reporting person is calculated based on (i) 72,475,630 Class A Ordinary Shares and 23,636,706 Class B Ordinary Shares issued and outstanding of the Issuer as of June 11, 2019.

1.	Names of Reporting Persons. Media Partner Technology Limited	
2.	Check the Appropriate Box if a Member of a Group (See Instructions). (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization British Virgin Islands	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0
	8.	Shared Voting Power 1,555,995 Class A Ordinary Shares 11,355,645 Class B Ordinary Shares (See Item 5)
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 1,555,995 Class A Ordinary Shares 11,355,645 Class B Ordinary Shares (See Item 5)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 1,555,995 Class A Ordinary Shares 11,355,645 Class B Ordinary Shares (See Item 5)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 2.1% of the Class A Ordinary Shares 48.0% of the Class B Ordinary Shares (See Item 5) ⁽¹⁾	
14.	Type of Reporting Person (See Instructions) CO	

(1) The percentage of the class of securities beneficially owned by each reporting person is calculated based on (i) 72,475,630 Class A Ordinary Shares and 23,636,706 Class B Ordinary Shares issued and outstanding of the Issuer as of June 11, 2019.

1.	Names of Reporting Persons. Next Decade Investments Limited	
2.	Check the Appropriate Box if a Member of a Group (See Instructions). (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization British Virgin Islands	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0
	8.	Shared Voting Power 1,059,177 Class A Ordinary Shares 13,109,100 Class B Ordinary Shares (See Item 5)
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 1,059,177 Class A Ordinary Shares 13,109,100 Class B Ordinary Shares (See Item 5)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 1,059,177 Class A Ordinary Shares 13,109,100 Class B Ordinary Shares (See Item 5)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 1.4% of the Class A Ordinary Shares 51.6% of the Class B Ordinary Shares (See Item 5) ⁽¹⁾	
14.	Type of Reporting Person (See Instructions) CO	

(1) The percentage of the class of securities beneficially owned by each reporting person is calculated based on (i) 72,475,630 Class A Ordinary Shares and 23,636,706 Class B Ordinary Shares issued and outstanding of the Issuer as of June 11, 2019.

1.	Names of Reporting Persons. Karistone Limited	
2.	Check the Appropriate Box if a Member of a Group (See Instructions). (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization British Virgin Islands	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0
	8.	Shared Voting Power 926,461 Class B Ordinary Shares (See Item 5)
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 926,461 Class B Ordinary Shares (See Item 5)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 926,461 Class B Ordinary Shares (See Item 5)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 3.9% of the Class B Ordinary Shares (See Item 5) ⁽¹⁾	
14.	Type of Reporting Person (See Instructions) CO	

(1) The percentage of the class of securities beneficially owned by each reporting person is calculated based on (i) 72,475,630 Class A Ordinary Shares and 23,636,706 Class B Ordinary Shares issued and outstanding of the Issuer as of June 11, 2019.

1.	Names of Reporting Persons. Ateefa Limited	
2.	Check the Appropriate Box if a Member of a Group (See Instructions). (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization British Virgin Islands	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0
	8.	Shared Voting Power 1,738,706 Class A Ordinary Shares (See Item 5)
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 1,738,706 Class A Ordinary Shares (See Item 5)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 1,738,706 Class A Ordinary Shares (See Item 5)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 2.4% of the Class A Ordinary Shares (See Item 5) ⁽¹⁾	
14.	Type of Reporting Person (See Instructions) CO	

(1) The percentage of the class of securities beneficially owned by each reporting person is calculated based on (i) 72,475,630 Class A Ordinary Shares and 23,636,706 Class B Ordinary Shares issued and outstanding of the Issuer as of June 11, 2019.

1.	Names of Reporting Persons. Safari Group Holdings Limited	
2.	Check the Appropriate Box if a Member of a Group (See Instructions). (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) AF	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Cayman Islands	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0
	8.	Shared Voting Power 3,418,803 Class A Ordinary Shares (See Item 5)
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 3,418,803 Class A Ordinary Shares (See Item 5)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 3,418,803 Class A Ordinary Shares (See Item 5)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 4.7% of the Class A Ordinary Shares (See Item 5) ⁽¹⁾	
14.	Type of Reporting Person (See Instructions) CO	

(1) The percentage of the class of securities beneficially owned by each reporting person is calculated based on (i) 72,475,630 Class A Ordinary Shares and 23,636,706 Class B Ordinary Shares issued and outstanding of the Issuer as of June 11, 2019.

1.	Names of Reporting Persons. Safari Group CB Holdings Limited	
2.	Check the Appropriate Box if a Member of a Group (See Instructions). (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) AF	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Cayman Islands	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0
	8.	Shared Voting Power 2,790,860 Class A Ordinary Shares (See Item 5)
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 2,790,860 Class A Ordinary Shares (See Item 5)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 2,790,860 Class A Ordinary Shares (See Item 5)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 3.7% of the Class A Ordinary Shares (See Item 5) ⁽¹⁾	
14.	Type of Reporting Person (See Instructions) CO	

(1) The percentage of the class of securities beneficially owned by each reporting person is calculated based on (i) 72,475,630 Class A Ordinary Shares and 23,636,706 Class B Ordinary Shares issued and outstanding of the Issuer as of June 11, 2019.

1.	Names of Reporting Persons. Deanhale Limited	
2.	Check the Appropriate Box if a Member of a Group (See Instructions). (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization British Virgin Islands	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0
	8.	Shared Voting Power 3,005,596 Class A Ordinary Shares (See Item 5)
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 3,005,596 Class A Ordinary Shares (See Item 5)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 3,005,596 Class A Ordinary Shares (See Item 5)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 4.1% of the Class A Ordinary Shares (See Item 5) ⁽¹⁾	
14.	Type of Reporting Person (See Instructions) CO	

(1) The percentage of the class of securities beneficially owned by each reporting person is calculated based on (i) 72,475,630 Class A Ordinary Shares and 23,636,706 Class B Ordinary Shares issued and outstanding of the Issuer as of June 11, 2019.

1.	Names of Reporting Persons. IDG Alternative Global Limited	
2.	Check the Appropriate Box if a Member of a Group (See Instructions). (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) AF	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization British Virgin Islands	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0
	8.	Shared Voting Power 3,485,596 Class A Ordinary Shares (See Item 5)
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 3,485,596 Class A Ordinary Shares (See Item 5)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 3,485,596 Class A Ordinary Shares (See Item 5)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 4.7% of the Class A Ordinary Shares (See Item 5) ⁽¹⁾	
14.	Type of Reporting Person (See Instructions) CO	

(1) The percentage of the class of securities beneficially owned by each reporting person is calculated based on (i) 72,475,630 Class A Ordinary Shares and 23,636,706 Class B Ordinary Shares issued and outstanding of the Issuer as of June 11, 2019.

Item 1. Security and Issuer.

This Schedule 13D (this "Schedule") is being filed by the Reporting Persons (as defined in Item 2 below) and relates to Class A ordinary shares, par value \$0.001 per share (the "Class A Ordinary Shares") and Class B ordinary shares, par value \$0.001 per share (the "Class B Ordinary Shares") of China Index Holdings Limited, an exempted company with limited liability registered under the laws of the Cayman Islands (the "Issuer"). The address of the principal executive offices of the Issuer is Tower A, No. 20 Guogongzhuang Middle Street, Fengtai District, Beijing 100070, the People's Republic of China.

The Issuer's American depositary shares (the "ADSs"), evidenced by American Depositary Receipts, each representing one Class A Ordinary Share, are listed on the NASDAQ Global Market under the symbol "CIH." As used in this Schedule 13D, the term "Ordinary Shares" includes Class A Ordinary Shares and Class B Ordinary Shares.

Certain information contained in this Schedule relates to share ownership of persons other than the Reporting Persons. The Reporting Persons expressly disclaim any liability for any such information and for any other information provided in this Schedule that does not expressly pertain to a Reporting Person.

Item 2. Identity and Background.

This Schedule is being filed by a group, as defined in Rule 13d-5 of the General Rules and Regulations promulgated under the Securities Exchange Act of 1934, as amended (the "Act"). The members of the group are:

- 1) Tianquan Mo, a PRC citizen and the founder and the chairman of the board of directors of the Issuer ("Mr. Mo");
- 2) Media Partner Technology Limited ("Media Partner"), a business company incorporated with limited liability under the laws of the British Virgin Islands, with its registered office at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands and its principal business in investment holding, and all of the shares of Media Partner are held in The MC Trust, for which Deutsche Bank International Trust Co. (Cayman) Limited serves as trustee. Mr. Mo's wife is the sole director of Media Partner;
- 3) Next Decade Investments Limited ("Next Decade"), a business company incorporated with limited liability under the laws of the British Virgin Islands, with its registered office at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands and its principal business in investment holding, and all of the shares of Next Decade are held in KM & KM Trust, for which Credit Suisse Trust Limited serves as trustee. Mr. Mo's wife is the sole director of Next Decade;
- 4) Karistone Limited ("Karistone"), a business company incorporated with limited liability under the laws of the British Virgin Islands, with its registered office at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands and its principal business in investment holding; as of the date hereof, Karistone is wholly owned by Mr. Mo;
- 5) Ateefa Limited ("Ateefa"), a business company incorporated with limited liability under the laws of the British Virgin Islands, with its registered office at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands and its principal business in investment holding; as of the date hereof, Ateefa is wholly owned by Mr. Mo;
- 6) Safari Group Holdings Limited ("Safari"), an exempted company incorporated with limited liability under the laws of the Cayman Islands, with its registered office at the offices of Intertrust Corporate Services (Cayman) Limited, 190 Elgin Avenue, George Town, Grand Cayman KY1-9005, Cayman Islands and its principal business in investment holding;
- 7) Safari Group CB Holdings Limited ("Safari CB") is an exempted company incorporated with limited liability under the laws of the Cayman Islands, with its registered office at the offices of Intertrust Corporate Services (Cayman) Limited, 190 Elgin Avenue, George Town, Grand Cayman KY1-9005, Cayman Islands and its principal business in investment holding;

8) Deanhale Limited (“Deanhale”), a business company incorporated with limited liability under the laws of the British Virgins Islands, with its registered office at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands and its principal business in investment holding; as of the date hereof, Deanhale is wholly owned by Mr. Mo; and

9) IDG Alternative Global Limited (“IDG Alternative”), a business company incorporated with limited liability under the laws of the British Virgins Islands, with its registered office at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands and its principal business in investment holding.

As of the date hereof, each of Safari and Safari CB is owned as to 72.0% by Safari Parent Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands, whose registered office is at the offices of Intertrust Corporate Services (Cayman) Limited, 190 Elgin Avenue, George Town, Grand Cayman KY1-9005, Cayman Islands (“Safari Parent”) and as to 28.0% by Ateefa. Safari Parent is affiliated with the Carlyle Group.

As of the date hereof, IDG Alternative is owned originally as to 72.53% by IDG Maximum Financial Limited (“IDG Maximum”) and as to 27.47% by Deanhale, subject to shareholders agreement. IDG Maximum is affiliated with the IDG Group.

The name, business address, present principal occupation or employment and citizenship of each of the directors and executive officers of the Reporting Persons as of the date hereof is set forth on Schedule A.

None of the Reporting Persons and, to the best of their knowledge, any of the persons listed on Schedule A hereto, has, during the last five years, been (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction or subject to any judgment, decree or final order finding any violation of federal or state securities laws or enjoining future violations of, or prohibiting or mandating activities subject to, such laws.

Item 3. Source and Amount of Funds or Other Consideration.

On June 11, 2019, the Issuer completed its separation from its parent company, Fang Holdings Limited (“Fang”), via a dividend distribution of all of the Issuer’s Ordinary Shares owned by Fang to Fang’s equity holders (the “Separation and Distribution”). During the Separation and Distribution, each holder of Fang’s ordinary shares (including both Fang’s Class A ordinary shares and Fang’s Class B ordinary shares) received one Class A Ordinary Share for every one Fang’s ordinary share, and each holder of Fang’s American depositary shares received one ADS for every five Fang’s American depositary shares, in each case of record as of 5:00p.m., U.S. Eastern Time, on May 28, 2019 (the “Record Date”). Immediately following the distribution, the Class A Ordinary Shares distributed to Mr. Mo with respect to his Fang’s ordinary shares that were not represented by ADSs were re-designated as Class B Ordinary Shares.

Fang’s equity holders receiving the Issuer’s Ordinary Shares or ADSs in the distribution were not required to vote on or take any other action in connection therewith, nor were they required to pay any consideration for these shares or to surrender or exchange their interest in Fang or take any other action in connection therewith, except that an issuance fee of US\$0.05 per every one ADS of the Issuer was charged to holders of Fang’s American depositary shares receiving ADSs in the distribution.

In connection with the Separation and Distribution, the Issuer issued a warrant (each, a “Warrant”) and a letter of guarantee (each, a “Guarantee”) to each of Safari CB and IDG Alternative. The Warrants entitle Safari CB and IDG Alternative to purchase for nominal consideration up to 2,790,860 and 1,533,298 Class A Ordinary Shares, respectively, if and only if such holders subsequently decide to convert certain convertible notes issued by Fang to Safari CB and IDG Alternative in 2015 (the “Convertible Notes”). The Guarantees provide for the Issuer’s payment under the Convertible Notes in the event that Fang fails to discharge its payment obligations under Convertible Notes or certain circumstances relating to the Issuer, including, among others, change-in-control transactions or certain fundamental changes to the Issuer’s share capital.

Item 4. Purpose of Transaction.

The Reporting Persons acquired the Class A Ordinary Shares and the Class B Ordinary Shares herein as a result of the Separation and Distribution and held such shares for investment purposes. The Reporting Persons may, from time to time, make additional purchases of Ordinary Shares or ADSs either in the open market or in privately-negotiated transactions, depending upon the Reporting Persons’ evaluation of the Issuer’s business, prospects and financial condition, the market for the Ordinary Shares and the ADSs, other opportunities available to the Reporting Persons, general economic conditions, stock market conditions and other factors. Depending upon the factors noted above, the Reporting Persons may also decide to hold or dispose of all or part of their investments in the Ordinary Shares and/or enter into derivative transactions with institutional counterparties with respect to the Issuer’s securities, including the Ordinary Shares and the ADSs.

Except as set forth in this Item 4 or Item 6 below, the Reporting Persons have no present plans or proposals that relate to or that would result in any of the actions specified in clauses (a) through (j) of Item 4 of Schedule 13D of the Act.

Item 5. Interest in Securities of the Issuer.

(a) As of the date hereof, Media Partner is the record holder of (i) 510,995 Class A Ordinary Shares, evidenced by ADSs, and certain employee stock options (exercisable within 60 days of the date hereof), which options entitle Media Partner to acquire an additional 1,045,000 Class A Ordinary Shares, representing 2.1% of the issued and outstanding Class A Ordinary Shares, and (ii) 11,355,645 Class B Ordinary Shares, representing 48.0% of the issued and outstanding Class B Ordinary Shares. Each Class B Ordinary Share is convertible at the option of the holder into one Class A Ordinary Share. The rights of the holders of Class A Ordinary Shares and Class B Ordinary Shares are identical, except with respect to conversion rights as noted above and voting rights. Each Class B Ordinary Share is entitled to ten votes per share, whereas each Class A Ordinary Share is entitled to one vote per share.

As of the date hereof, Next Decade is the record holder of (i) 14,177 Class A Ordinary Shares, evidenced by ADSs, and certain employee stock options (exercisable within 60 days of the date hereof), which options entitle Media Partner to acquire an additional 1,045,000 Class A Ordinary Shares, representing 1.4% of the issued and outstanding Class A Ordinary Shares, and (ii) 11,354,600 Class B Ordinary Shares, and certain employee stock options (exercisable within 60 days of the date hereof), which options entitle Next Decade to acquire an additional 1,754,500 Class B Ordinary Shares, representing 51.6% of the issued and outstanding Class B Ordinary Shares.

As of the date hereof, Karistone is the record holder of 926,461 Class B Ordinary Shares, representing 3.9% of the issued and outstanding Class B Ordinary Shares.

As of the date hereof, Safari is the record holder of 3,418,803 Class A Ordinary Shares, representing 4.7% of the issued and outstanding Class A Ordinary Shares. Mr. Mo, through Ateefa, may be deemed to share voting and dispositive power with respect to and have beneficial ownership of 957,265 Class A Ordinary Shares owned by Safari, representing 1.3% of issued and outstanding Class A Ordinary Shares.

As of the date hereof, Safari CB is entitled to purchase up to 2,790,860 Class A Ordinary Shares in the aggregate pursuant to the Warrant, representing up to 3.7% of the issued and outstanding Class A Ordinary Shares. Mr. Mo, through Ateefa, may be deemed to share voting and dispositive power with respect to and have beneficial ownership of up to 781,441 Class A Ordinary Shares issuable pursuant to the Warrant, representing up to 1.1% of issued and outstanding Class A Ordinary Shares.

As of the date hereof, IDG Alternative is the record holder of up to 1,952,298 Class A Ordinary Shares and is entitled to purchase up to 1,533,298 Class A Ordinary Shares in the aggregate pursuant to the Warrant, representing up to 4.7% of the issued and outstanding Class A Ordinary Shares. Mr. Mo, through Deanhale, may be deemed to share voting and dispositive power with respect to and have beneficial ownership of up to 1,472,298 Class A Ordinary Shares owned by IDG Alternative, and up to 1,533,298 Class A Ordinary Shares issuable pursuant to the Warrant, representing up to 4.1% of issued and outstanding Class A Ordinary Shares.

(b) See Items 7 through 10 of the cover pages to this Schedule for the number of Ordinary Shares that are beneficially owned by each Reporting Person as of the date hereof as to which there is sole or shared power to vote or direct the vote, and sole or shared power to dispose or direct the disposition.

(c) Except as set forth herein, to the knowledge of the Reporting Persons with respect to the persons named in response to Item 5(a), none of the persons named in response to Item 5(a) has effected any transactions in the Ordinary Shares during the past 60 days.

(d) No person is known to the Reporting Persons to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, any securities covered by this Schedule.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to the Issuer.

The information set forth in or incorporated by reference in Items 3, 4 and 5 of this Schedule 13D is incorporated by reference into this Item 6.

Item 7. Materials to be Filed as Exhibits.

Exhibit 99.1	Joint Filing Agreement dated June 21, 2019 by the Reporting Persons
Exhibit 99.2	Warrant to Purchase Class A Ordinary Shares of China Index Holdings Limited dated June 11, 2019 between the Issuer and Safari CB
Exhibit 99.3	Letter of Guarantee dated June 11, 2019 issued by the Issuer to Safari CB
Exhibit 99.4	Warrant to Purchase Class A Ordinary Shares of China Index Holdings Limited dated June 11, 2019 between the Issuer and IDG Alternative
Exhibit 99.5	Letter of Guarantee dated June 11, 2019 issued by the Issuer to IDG Alternative

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: June 21, 2019

TIANQUAN MO

By: /s/ Tianquan Mo
Name: Tianquan Mo

MEDIA PARTNER TECHNOLOGY LIMITED

By: /s/ Tianquan Mo
Name: Tianquan Mo
Title: Authorized Signatory

NEXT DECADE INVESTMENTS LIMITED

By: /s/ Tianquan Mo
Name: Tianquan Mo
Title: Authorized Signatory

KARISTONE LIMITED

By: /s/ Tianquan Mo
Name: Tianquan Mo
Title: Director

ATEEFA LIMITED

By: /s/ Tianquan Mo
Name: Tianquan Mo
Title: Director

SAFARI GROUP HOLDINGS LIMITED

By: /s/ Tianquan Mo
Name: Tianquan Mo
Title: Director

SAFARI GROUP CB HOLDINGS LIMITED

By: /s/ Tianquan Mo
Name: Tianquan Mo
Title: Director

DEANHALE LIMITED

By: /s/ Tianquan Mo
Name: Tianquan Mo
Title: Director

IDG ALTERNATIVE GLOBAL LIMITED

By: /s/ Tianquan Mo
Name: Tianquan Mo
Title: Director

Schedule A

Name	Present Principal Occupation or Employment and Business Address
Tianquan Mo (PRC citizen)	Chairman of the board of directors of China Index Holdings Limited, Director of Ateefa Limited, Director of Deanhale Limited, Director of Karistone Limited, Director of Safari Group Holdings Limited, Director of Safari Group CB Holdings Limited, and Director of IDG Alternative Global Limited, c/o Tower A, No. 20 Guogongzhuang Middle Street, Fengtai District, Beijing 100070, PRC
Jing Cao (U.S. citizen)	Director of Media Partner Technology Limited and Next Decade Investments Limited, c/o P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands.
Wayne James William Bannon (U.K. citizen)	Managing Director (Legal – Global Investments) of the Carlyle Group, Director of Safari Group Holdings Limited, and Director of Safari Group CB Holdings Limited, c/o the Carlyle Group, Suite 2801, 28th Floor, Two Pacific Place, 88 Queensway, Hong Kong
Ho Chi Sing (Canadian citizen)	Chief Financial Officer of IDG, and Director of IDG Alternative Global Limited, c/o Unit 5505, 55th Floor, the Center, 99 Queen's Road, Hong Kong

JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k)(1) promulgated under the Securities Exchange Act of 1934, as amended, the undersigned hereby agree (i) to the joint filing, on behalf of each of them, of a statement on Schedule 13D (including amendments thereto) with respect to Class A ordinary shares, par value US\$0.001 per share and Class B ordinary shares, par value US\$0.001 per share of China Index Holdings Limited, a Cayman Islands company; and (ii) that this agreement be included as an Exhibit to such joint filing. The undersigned acknowledge that each shall be responsible for the timely filing of any amendments to such joint filing and for the completeness and accuracy of the information concerning him or it contained herein and therein, but shall not be responsible for the completeness and accuracy of the information concerning the others.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this agreement.

Dated: June 21, 2019

TIANQUAN MO

By: /s/ Tianquan Mo
Name: Tianquan Mo

MEDIA PARTNER TECHNOLOGY LIMITED

By: /s/ Tianquan Mo
Name: Tianquan Mo
Title: Authorized Signatory

NEXT DECADE INVESTMENTS LIMITED

By: /s/ Tianquan Mo
Name: Tianquan Mo
Title: Authorized Signatory

KARISTONE LIMITED

By: /s/ Tianquan Mo
Name: Tianquan Mo
Title: Director

ATEEFA LIMITED

By: /s/ Tianquan Mo
Name: Tianquan Mo
Title: Director

SAFARI GROUP HOLDINGS LIMITED

By: /s/ Tianquan Mo
Name: Tianquan Mo
Title: Director

SAFARI GROUP CB HOLDINGS LIMITED

By: /s/ Tianquan Mo
Name: Tianquan Mo
Title: Director

DEANHALE LIMITED

By: /s/ Tianquan Mo
Name: Tianquan Mo
Title: Director

IDG ALTERNATIVE GLOBAL LIMITED

By: /s/ Tianquan Mo
Name: Tianquan Mo
Title: Director

THIS WARRANT AND THE SECURITIES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR UNDER ANY OTHER SECURITIES LAWS. THIS WARRANT AND THE SECURITIES ISSUABLE UPON EXERCISE OF THIS WARRANT ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND OTHER APPLICABLE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. HOLDERS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

**WARRANT TO PURCHASE CLASS A ORDINARY SHARES
OF
CHINA INDEX HOLDINGS LIMITED**

Dated June 11, 2019

Void after the date specified in Section 6

**Warrant to purchase
Up to 2,790,860 Class A ordinary shares of
the Company with par value of US\$0.001 each
(subject to adjustment)**

THIS CERTIFIES THAT, for value received, Safari Group CB Holdings Limited, or its registered assigns (the "**Holder**"), is entitled, subject to the provisions and upon the terms and conditions set forth herein, to purchase from China Index Holdings Limited, an exempted liability company incorporated under the laws of the Cayman Islands (the "**Company**"), Class A ordinary shares of the Company with a par value of US\$0.001 each (the "**Shares**") in the amounts, at such times and at the price per share set forth in Section 1. The term "**Warrant**" as used herein shall include this Warrant and any warrants delivered in substitution or exchange therefor as provided herein. This Warrant is issued in connection with the waiver of certain adjustment rights under certain convertible note (the "**Note**") due 2022 issued by Fang Holdings Limited (the "**Fang**"), the sole shareholder of the Company, on September 24, 2015 that have been or may be triggered by the separation of the Company from Fang by way of distribution (the "**Separation and Distribution**").

The following is a statement of the rights of the Holder and the conditions to which this Warrant is subject, and to which Holder, by acceptance of this Warrant, agrees:

1. Number and Price of Shares; Exercise Price; Exercise Period.

(a) **Number of Shares.** The Holder shall have the right to purchase the number of Shares computed using the following formula, subject to adjustment in accordance with Section 5:

$$X = \frac{Y \times B}{A}$$

Where:

- X = The number of Shares to be issued to the Holder
- Y = The principal amount or any portion thereof under the Note that the Holder has exercised its right to convert into Fang's Class A ordinary shares
- A = US\$1,000
- B = 27.9086

(b) **Exercise Price.** The exercise price per Share shall be equal to US\$0.001 or the lowest price permitted under the Cayman Islands law, whichever is lower, subject to adjustment in accordance with Section 5 (the "**Exercise Price**").

(c) **Exercise Period.** This Warrant shall be exercisable when and only if (i) the Separation and Distribution has been completed, and (ii) the Holder has exercised its right to convert, in whole or in part, the Note into Fang's Class A ordinary shares.

2. Exercise of the Warrant.

(a) **Exercise.** The purchase rights represented by this Warrant may be exercised at the election of the Holder, in whole or in part, during the Exercise Period in accordance with Section 1, by:

(i) the tender to the Company at its principal office (or such other office or agency as the Company may designate) of a notice of exercise in the form of **Exhibit A** (the "**Notice of Exercise**"), duly completed and executed by or on behalf of the Holder, together with the surrender of this Warrant; and

(ii) the payment to the Company of an amount equal to (x) the Exercise Price multiplied by (y) the number of Shares being purchased, by wire transfer or certified, cashier's or other check acceptable to the Company and payable to the order of the Company.

(iii) If the Holder exercises this Warrant in part, this Warrant shall be surrendered by the Holder to the Company and a new Warrant of the same tenor and for the unexercised number of Warrant Shares shall be executed by the Company as promptly as reasonably practicable. The Company shall register the new Warrant in the name of the Holder and deliver the new Warrant to the person or persons entitled to receive the same as promptly as reasonably practicable.

(b) **Net Issue Exercise.** In lieu of exercising this Warrant pursuant to Section 2(a)(ii), if the fair market value of one Share is greater than the Exercise Price (at the date of calculation as set forth below), the Holder may elect to receive a number of Shares equal to the value of this Warrant (or of any portion of this Warrant being canceled) by surrender of this Warrant at the principal office of the Company (or such other office or agency as the Company may designate) together with a properly completed and executed Notice of Exercise reflecting such election, in which event the Company shall issue to the Holder that number of Shares computed using the following formula:

$$X_1 = \frac{X(A-B)}{A}$$

Where:

- X₁ = The number of Shares to be issued to the Holder
- X = The number of Shares purchasable under this Warrant in accordance with Section 1 or, if only a portion of the Warrant is being exercised, the portion of the Warrant being canceled (at the date of such calculation)
- A = The fair market value of one Share (at the date of such calculation)
- B = The Exercise Price (as adjusted to the date of such calculation)

For purposes of the calculation above, the fair market value of one Share shall be determined by the Board of Directors of the Company, acting in good faith; *provided, however*, that where a public market exists for the Shares at the time of such exercise, the fair market value per Share shall be the average of the closing price quoted on the national securities exchange on which the Shares or the American depositary shares representing the Shares are listed, as applicable, for the ten (10) trading day period ending three (3) trading days prior to the date of determination of fair market value.

(c) **Share Certificates.** The rights under this Warrant shall be deemed to have been exercised and the Shares issuable upon such exercise shall be deemed to have been issued immediately prior to the close of business on the date this Warrant is exercised in accordance with its terms, and the person entitled to receive the Shares issuable upon such exercise shall be treated for all purposes as the holder of record of such Shares as of the close of business on such date. As promptly as reasonably practicable on or no later than five (5) business days after such date, the Company shall issue and deliver to the person or persons entitled to receive the same a certificate or certificates (or a notice of issuance of uncertificated shares, if applicable) for that number of shares issuable upon such exercise.

(d) **No Fractional Shares or Scrip.** No fractional shares or scrip representing fractional shares shall be issued upon the exercise of the rights under this Warrant. In lieu of such fractional share to which the Holder would otherwise be entitled, the Company shall make a cash payment equal to the Exercise Price multiplied by such fraction.

(e) **Reservation of Shares.** The Company agrees during the term the rights under this Warrant are exercisable to take all action necessary to reserve and keep available from its authorized and unissued Shares for the purpose of effecting the exercise of this Warrant such number of shares as shall from time to time be sufficient to effect the exercise of the rights under this Warrant; and if at any time the number of authorized but unissued Shares shall not be sufficient for purposes of the exercise of this Warrant in accordance with its terms, without limitation of such other remedies as may be available to the Holder, the Company will take all such corporate action as may, in the opinion of counsel, be necessary to increase its authorized and unissued Shares to a number of shares as shall be sufficient for such purposes. The Company covenants that it will take such actions as may be necessary or appropriate in order that all Shares issued upon exercise of this Warrant will, upon issuance in accordance with the terms of this Warrant, be fully paid and non-assessable and free from any and all security interests created by or imposed upon the Company. The Company agrees that its issuance of this Warrant shall constitute full authority to its officers who are charged with the issuance of Shares to issue Shares upon the exercise of this Warrant.

(f) **Most Favorable Terms and Treatment.** The Company represents and warrants to the Holder that it has not issued or offered to issue and will not issue or offer to issue within the six-month period after the date of this Warrant any warrants or other securities convertible into or exchangeable or exercisable for Share to any other holders of convertible notes of Fang with the terms or conditions which are more favorable than those terms and conditions provided to the Holder in this Warrant. In the event that the Company breaches the representation and warranty made by it in this Section 2(f), the Holder shall be entitled to the more favorable terms and conditions that the Company offers to any other holders of convertible notes of Fang, and the Company and the Holder shall take all necessary actions, including amending the terms and conditions of this Warrant, to apply such more favorable terms and conditions to the transactions contemplated by this Warrant unless otherwise waived by the Holder in writing.

(g) **Tax and Fees.** The Company shall pay any documentary, stamp or similar issue or transfer tax due on the delivery of the Shares upon any exercise of the Warrant, unless the tax is due because the Holder requests such Shares to be issued in a name other than the Holder's name, in which case the Holder shall pay that tax. The Company shall pay the relevant fees for issuance of the Shares and shall pay the relevant depository's fees for any future conversion of the issued Shares into the ADSs.

3. **Replacement of the Warrant.** Subject to the receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant and, in the case of loss, theft or destruction, on delivery of an indemnity agreement reasonably satisfactory in form and substance to the Company or, in the case of mutilation, on surrender and cancellation of this Warrant, the Company at the expense of the Holder shall execute and deliver, in lieu of this Warrant, a new warrant of like tenor and amount, *provided that* the Holder shall be responsible for all the related costs and expenses for replacement of the Warrant.

4. **Restrictions on Transfer of the Warrant and Shares; Compliance with Securities Laws.** By acceptance of this Warrant, the Holder agrees to comply with the following:

(a) **Restrictions on Transfers.** This Warrant may not be transferred or assigned without the Company's prior written consent *unless* the transferee or assignee shall have confirmed to the satisfaction of the Company in writing, substantially in the form of **Exhibit A-1**, that this Warrant and Shares subject to this Warrant (the "**Securities**") are being acquired solely for the transferee's or assignee's own account and not as a nominee for any other party, for investment and not with a view toward distribution or resale and that the transferee or assignee shall have confirmed such other matters related thereto as may be reasonably requested by the Company. Any attempt by Holder to transfer or assign any rights, duties or obligations that arise under this Warrant without complying with this Section 4(a) shall be void. Any transfer of the Securities must be in compliance with all applicable federal and state securities laws.

(b) **Securities Law Legend.** Each certificate, instrument or book entry representing the Securities shall (unless otherwise permitted by the provisions of this Warrant) be notated with a legend substantially similar to the following (in addition to any legend required by state securities laws):

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR UNDER ANY OTHER SECURITIES LAWS. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND OTHER APPLICABLE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. HOLDERS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

(c) **Instructions Regarding Transfer Restrictions.** The Holder consents to the Company making a notation on its records and giving instructions to any transfer agent in order to implement the restrictions on transfer established in this Section 4.

(d) **Removal of Legend.** The legend referring to federal and state securities laws identified in Section 4(b) notated on any certificate evidencing the Shares and the stock transfer instructions and record notations with respect to such securities shall be removed, and the Company shall issue a certificate without such legend to the holder of such securities (to the extent the securities are certificated), if (i) such securities are registered under the Securities Act, or (ii) such holder provides the Company with an opinion of counsel reasonably acceptable to the Company to the effect that a sale or transfer of such securities may be made without registration, qualification or legend.

5. **Adjustments.** Subject to the expiration of this Warrant pursuant to Section 6, the number and kind of shares purchasable hereunder and the Exercise Price therefor are subject to adjustment from time to time, as follows:

(a) **Merger or Reorganization.** If at any time there shall be any reorganization, recapitalization, merger or consolidation (a "**Reorganization**") involving the Company (other than as otherwise provided for herein or as would cause the expiration of this Warrant under Section 6) in which shares of the Company's stock are converted into or exchanged for securities, cash or other property, then, as a part of such Reorganization, lawful provision shall be made so that the Holder shall thereafter be entitled to receive upon exercise of this Warrant, the kind and amount of securities, cash or other property of the successor corporation resulting from such Reorganization, equivalent in value to that which a holder of the Shares deliverable upon exercise of this Warrant would have been entitled in such Reorganization if the right to purchase the Shares hereunder had been exercised immediately prior to such Reorganization. In any such case, appropriate adjustment (as determined in good faith by the Board of Directors of the successor corporation) shall be made in the application of the provisions of this Warrant with respect to the rights and interests of the Holder after such Reorganization to the end that the provisions of this Warrant shall be applicable after the event, as near as reasonably may be, in relation to any shares or other securities deliverable after that event upon the exercise of this Warrant.

(b) **Reclassification of Shares.** If the securities issuable upon exercise of this Warrant are changed into the same or a different number of securities of any other class or classes by reclassification, capital reorganization, conversion of all outstanding shares of the relevant class or series (other than as would cause the expiration of this Warrant pursuant to Section 6) or otherwise (other than as otherwise provided for herein) (a “**Reclassification**”), then, in any such event, in lieu of the number of Shares which the Holder would otherwise have been entitled to receive, the Holder shall have the right thereafter to exercise this Warrant for a number of shares of such other class or classes of stock that a holder of the number of securities deliverable upon exercise of this Warrant immediately before that change would have been entitled to receive in such Reclassification, all subject to further adjustment as provided herein with respect to such other shares.

(c) **Subdivisions and Combinations.** In the event that the outstanding Shares are subdivided by stock split or otherwise into a greater number of shares of such securities, the number of Shares issuable upon exercise of the rights under this Warrant immediately prior to such subdivision shall, concurrently with the effectiveness of such subdivision, be proportionately increased, and the Exercise Price shall be proportionately decreased, and in the event that the outstanding Shares are combined (by reclassification or otherwise) into a lesser number of shares of such securities, the number of Shares issuable upon exercise of the rights under this Warrant immediately prior to such combination shall, concurrently with the effectiveness of such combination, be proportionately decreased, and the Exercise Price shall be proportionately increased.

(d) **Notice of Adjustments.** Upon any adjustment in accordance with this Section 5, the Company shall give notice thereof to the Holder, which notice shall state the event giving rise to the adjustment, the Exercise Price as adjusted and the number of securities or other property purchasable upon the exercise of the rights under this Warrant, setting forth in reasonable detail the method of calculation of each. The Company shall, upon the written request of any Holder, furnish or cause to be furnished to such Holder a certificate setting forth (i) such adjustments, (ii) the Exercise Price at the time in effect and (iii) the number of securities and the amount, if any, of other property that at the time would be received upon exercise of this Warrant.

6. **Expiration of the Warrant.** This Warrant shall expire and shall no longer be exercisable as of the earlier of:

- (a) the expiration of the Note according to terms thereof;
- (b) the repayment of the principal amount and accrued interest under the Note in full by Fang and/or the Company;
- (c) the exercise of the Warrant in whole; or
- (d) a combination of (b) and (c) above.

7. **No Rights as a Shareholder.** Nothing contained herein shall entitle the Holder to any rights as a shareholder of the Company or to be deemed the holder of any securities that may at any time be issuable on the exercise of the rights hereunder for any purpose nor shall anything contained herein be construed to confer upon the Holder, as such, any right to vote for the election of directors or upon any matter submitted to shareholders at any meeting thereof, or to give or withhold consent to any corporate action (whether upon any recapitalization, issuance of stock, reclassification of stock, change of par value or change of stock to no par value, consolidation, merger, conveyance or otherwise) or to receive notice of meetings, or to receive dividends or subscription rights or any other rights of a shareholder of the Company until the rights under the Warrant shall have been exercised and the Shares purchasable upon exercise of the rights hereunder shall have become deliverable as provided herein.

8. **Representations and Warranties of the Holder.** By acceptance of this Warrant, the Holder represents and warrants to the Company as follows:

- (a) **No Registration.** The Holder understands that the Securities have not been, and will not be, registered under the Securities Act by reason of a specific exemption from the registration provisions of the Securities Act, the availability of which depends upon, among other things, the *bona fide* nature of the investment intent and the accuracy of the Holder's representations as expressed herein or otherwise made pursuant hereto.
- (b) **No Public Sale or Distribution.** The Holder is acquiring the Shares subject to this Warrant for its own account and not with a view towards, or for resale in connection with, the public sale or distribution thereof, except pursuant to sales registered or exempted under the Securities Act. The Holder does not presently have any agreement or understanding, directly or indirectly, with any person or entity to distribute any of the Shares subject to this Warrant. The Holder is not a broker-dealer registered with the Securities and Exchange Commission (the "**SEC**") under the Securities Exchange Act of 1934, as amended, or a person or entity engaged in a business that would require it to be so registered as a broker-dealer.
- (c) **Investment Experience.** The Holder has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of its investment in the Company. The Holder is capable of bearing the economic risks of such investment, including a complete loss of its investment.
- (d) **Solicitation.** The Holder was not identified or contacted through the marketing of the transactions contemplated by this Warrant. The Holder did not contact the Company as a result of any general solicitation or directed selling efforts.
- (e) **Offshore Transaction.** The Holder has been advised and acknowledges that in issuing the Shares subject to this Warrant to such Holder pursuant to this Warrant, the Company is relying upon the exemption from registration provided by Regulation S under the Securities Act. The Holder is acquiring the Shares subject to this Warrant in an offshore transaction executed in reliance upon the exemption from registration provided by Regulation S under the Securities Act.

(f) **Investor Status.** The Holder is either (i) an “accredited investor” within the meaning of Rule 501 of Regulation D under the Securities Act or (ii) not a “U.S. person” within the meaning of Regulation S under the Securities Act.

(g) **Restrictions on Resales.** The Holder acknowledges that the Shares subject to this Warrant are “restricted securities” that have not been registered under the Securities Act or any applicable state securities Law. The Holder further acknowledges that, absent an effective registration under the Securities Act, the Shares subject to this Warrant may only be offered, sold or otherwise transferred (i) to the Company, (ii) outside the United States in accordance with Rule 904 of Regulation S under the Securities Act or (iii) pursuant to an exemption from registration under the Securities Act.

(h) **Brokers and Finders.** Neither the Holder nor any of its affiliates is a party to any agreement, arrangement or understanding with any person or entity that would give rise to any valid right, interest or claim against or upon the Company or the Holder for any brokerage commission, finder’s fee or other similar compensation, as a result of transactions contemplated under this Warrant.

(i) **Legal Counsel.** The Holder has had the opportunity to review this Warrant, the exhibits and schedules attached hereto and the transactions contemplated by this Warrant with its own legal counsel. The Holder is not relying on any statements or representations of the Company or its agents for legal advice with respect to this investment or the transactions contemplated by this Warrant.

(j) **Tax Advisors.** The Holder has reviewed with its own tax advisors the U.S. federal, state and local and non-U.S. tax consequences of this investment and the transactions contemplated by this Warrant. With respect to such matters, the Holder relies solely on any such advisors and not on any statements or representations of the Company or any of its agents, written or oral. The Holder understands that it (and not the Company) shall be responsible for its own tax liability that may arise as a result of this investment and the transactions contemplated by this Warrant.

9. **Registration Rights.**

(a) The Company shall use commercially reasonable efforts to qualify for registration on Form F-3 or Form S-3. Subject to the terms of this Agreement, if the Company qualifies for registration on Form F-3 or Form S-3, the Holder may request the Company to file a Registration Statement on Form F-3 or Form S-3 covering the Shares issued upon the exercise of this Warrant (the “**Warrant Shelf Registration Statement**”). Upon receipt of such a request, the Company shall use commercially reasonable efforts to cause the Warrant Shelf Registration Statement to become effective or declared effective by the United States Securities and Exchange Commission as soon as possible after such filing.

(b) The Warrant Shelf Registration Statement (and each amendment or supplement thereto, and each request for acceleration of effectiveness thereof) shall be provided to the Holder and its counsel at a reasonable time prior to its filing or other submission and shall not be filed or submitted in a form to which the Holder or its respective counsel reasonably objects.

(c) The Company shall notify the Holder by facsimile or email as promptly as practicable, and in any event, within one (1) business day, after Warrant Shelf Registration Statement becomes or is declared effective.

(d) Each of the Company and the Holder shall bear 50 per cent. of the registration expenses incurred in connection with the registration.

(e) The Company shall enter into such customary agreements for underwritten secondary offerings and take all such actions and deliver or cause to be delivered such other documents and instruments reasonably requested by the Holder or the lead underwriter in any secondary underwritten offering in order to expedite or facilitate the disposition of the Shares issued upon the exercise of this Warrant; provided that, the fees and expenses to be incurred in connection with an underwritten offering of (i) the Shares issued upon the exercise of this Warrant and (ii) certain other securities of the Company (if any) shall be borne on a pro rata basis in proportion to the aggregate number of securities being sold by each seller participating the such underwritten offering.

(f) The registration rights provided under this Section 9 shall be terminated without further effect if (i) an effective resolution is passed or a binding order is made for the winding-up of the Company other than to effect a scheme of reconstruction or amalgamation, or (ii) the Shares issued pursuant to the exercise of this Warrant can be sold in any three-month period without registration in reliance upon Rule 144 of the Securities Act, whichever is earlier.

10. **Miscellaneous.**

(a) **Amendments.** Except as expressly provided herein, neither this Warrant nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument referencing this Warrant and signed by the Company and the Holder.

(b) **Waivers.** No waiver of any single breach or default shall be deemed a waiver of any other breach or default theretofore or thereafter occurring.

(c) **Notices.** All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by registered or certified mail, postage prepaid, sent by facsimile or electronic mail or otherwise delivered by hand, messenger or courier service addressed:

(i) if to the Holder, to the Holder at the Carlyle Group, 1001 Pennsylvania Avenue, NW, Washington, DC 20004-2505 with facsimile number of 202-347-1818 and email address at CAAFM@carlyle.com and henry.hu@carlyle.com, as may be updated until any such Holder so furnishes to the Company updated address, facsimile number or electronic mail address; or

(ii) if to the Company, to the attention of the Chief Executive Officer of the Company at the Company's address as shown on the signature page hereto, or at such other current address as the Company shall have furnished to the Holder.

Each such notice or other communication shall for all purposes of this Warrant be treated as effective or having been given (i) if delivered by hand, messenger or courier service, when delivered (or if sent via a nationally-recognized overnight courier service, freight prepaid, specifying next-business-day delivery, one business day after deposit with the courier), or (ii) if sent via mail, upon receipt, or (iii) if sent via facsimile, upon confirmation of facsimile transfer or, (iv) if sent via electronic mail, upon confirmation of delivery when directed to the relevant electronic mail address, if sent during normal business hours of the recipient, or if not sent during normal business hours of the recipient, then on the recipient's next business day.

(d) **Governing Law.** This Warrant and all actions arising out of or in connection with this Warrant shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law provisions thereof.

(e) **Arbitration.** Any dispute, controversy, difference or claim arising out of or relating to this Warrant, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("**HKIAC**") under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Hong Kong law, and the seat of arbitration shall be Hong Kong. The number of arbitrators shall be three, and the arbitrators shall be appointed in accordance with the HKIAC rules. The arbitration proceedings shall be conducted in English. It shall not be incompatible with this arbitration agreement for any party to seek interim or conservatory relief from courts of competent jurisdiction before the constitution of the arbitral tribunal.

(f) **Titles and Subtitles.** The titles and subtitles used in this Warrant are used for convenience only and are not to be considered in construing or interpreting this Warrant. All references in this Warrant to sections, paragraphs and exhibits shall, unless otherwise provided, refer to sections and paragraphs hereof and exhibits attached hereto.

(g) **Severability.** If any provision of this Warrant becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Warrant, and such illegal, unenforceable or void provision shall be replaced with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the illegal, unenforceable or void provision. The balance of this Warrant shall be enforceable in accordance with its terms.

(h) **Rights and Obligations Survive Exercise of the Warrant.** Except as otherwise provided herein, the rights and obligations of the Company and the Holder under this Warrant shall survive exercise of this Warrant.

(i) **Entire Agreement.** Except as expressly set forth herein, this Warrant (including the exhibits attached hereto) constitutes the entire agreement and understanding of the Company and the Holder with respect to the subject matter hereof and supersede all prior agreements and understandings relating to the subject matter hereof.

(signature page follows)

The Company and the Holder sign this Warrant as of the date stated on the first page.

China Index Holdings Limited

By: /s/ Vincent Tianquan Mo

Name: Vincent Tianquan Mo

Title: Director

Address:

Tower A, No. 20 Guogongzhuang Middle Street
Fengtai District, Beijing 100070
People's Republic of China

AGREED AND ACKNOWLEDGED,

Safari Group CB Holdings Limited

By: /s/ Wayne Bannon

Name: Wayne Bannon

Title: Director

Address:

c/o The Carlyle Group
1001 Pennsylvania Avenue, NW
Washington, DC 20004-2505

Fax number: [REDACTED]

Email address: [REDACTED]

(Signature Page to the Warrant)

EXHIBIT A
NOTICE OF EXERCISE

TO: China Index Holding Limited (the “Company”)

Attention: Chief Executive Officer

(1) **Exercise.** The undersigned elects to purchase the following pursuant to the terms of the attached warrant:

Number of shares: _____

Type of security: _____

(2) **Method of Exercise.** The undersigned elects to exercise the attached warrant pursuant to:

A cash payment, and tenders herewith payment of the purchase price for such shares in full, together with all applicable transfer taxes, if any.

The net issue exercise provisions of Section 2(b) of the attached warrant.

(3) **Shares.** Please make a book entry and, if the shares are certificated, issue a certificate or certificates representing the shares in the name of:

The undersigned

Other—Name: _____

Address: _____

(4) **Unexercised Portion of the Warrant.** Please issue a new warrant for the unexercised portion of the attached warrant in the name of:

The undersigned

Other—Name: _____

Address: _____

Not applicable

(5) **Investment Intent.** The undersigned represents and warrants that all representations and warranties of the undersigned set forth in Section 8 of the attached warrant are true and correct as of the date hereof.

(Print name of the warrant holder)

(Signature)

(Name and title of signatory, if applicable)

(Date)

(Fax number)

(Email address)

EXHIBIT A-1

INVESTMENT REPRESENTATION STATEMENT

INVESTOR: _____

COMPANY: CHINA INDEX HOLDINGS LIMITED (THE “*COMPANY*”)

SECURITIES: THE WARRANT ISSUED ON _____, 2019 (THE “*WARRANT*”) AND THE CLASS A ORDINARY SHARES (THE “*SHARES*”)
ISSUED OR ISSUABLE UPON EXERCISE THEREOF

DATE: _____

In connection with the purchase or acquisition of the Shares subject to the Warrant, the undersigned Investor represents and warrants to, and agrees with, the Company as follows:

(a) **No Registration.** The Investor understands that the Warrant and the Shares subject to the Warrant have not been, and will not be, registered under the Securities Act of 1933, as amended (the “*Securities Act*”) by reason of a specific exemption from the registration provisions of the Securities Act, the availability of which depends upon, among other things, the *bona fide* nature of the investment intent and the accuracy of the Investor’s representations as expressed herein or otherwise made pursuant hereto.

(b) **No Public Sale or Distribution.** The Investor is acquiring the Shares subject to the Warrant for its own account and not with a view towards, or for resale in connection with, the public sale or distribution thereof, except pursuant to sales registered or exempted under the Securities Act. The Investor does not presently have any agreement or understanding, directly or indirectly, with any person or entity to distribute any of the Shares subject to the Warrant. The Investor is not a broker-dealer registered with the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the “*Exchange Act*”) or a person or entity engaged in a business that would require it to be so registered as a broker-dealer.

(c) **Investment Experience.** The Investor has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of its investment in the Company. The Investor is capable of bearing the economic risks of such investment, including a complete loss of its investment.

(d) **Solicitation.** The Investor was not identified or contacted through the marketing of the transactions contemplated by the Warrant. The Investor did not contact the Company as a result of any general solicitation or directed selling efforts.

(e) **Offshore Transaction.** The Investor has been advised and acknowledges that in issuing the Shares subject to the Warrant to such Investor pursuant to the Warrant, the Company is relying upon the exemption from registration provided by Regulation S under the Securities Act. The Investor is acquiring the Shares subject to the Warrant in an offshore transaction executed in reliance upon the exemption from registration provided by Regulation S under the Securities Act.

(f) **Investor Status.** The Investor is either (i) an “accredited investor” within the meaning of Rule 501 of Regulation D under the Securities Act or (ii) not a “U.S. person” within the meaning of Regulation S under the Securities Act.

(g) **Restrictions on Resales.** The Investor acknowledges that the Shares subject to the Warrant are “restricted securities” that have not been registered under the Securities Act or any applicable state securities Law. The Investor further acknowledges that, absent an effective registration under the Securities Act, the Shares subject to the Warrant may only be offered, sold or otherwise transferred (i) to the Company, (ii) outside the United States in accordance with Rule 904 of Regulation S under the Securities Act or (iii) pursuant to an exemption from registration under the Securities Act.

(h) **Brokers and Finders.** Neither the Investor nor any of its affiliates is a party to any agreement, arrangement or understanding with any person or entity that would give rise to any valid right, interest or claim against or upon the Company or the Investor for any brokerage commission, finder’s fee or other similar compensation, as a result of transactions contemplated under the Warrant.

(i) **Legal Counsel.** The Investor has had the opportunity to review the Warrant, the exhibits and schedules attached hereto and the transactions contemplated by the Warrant with its own legal counsel. The Investor is not relying on any statements or representations of the Company or its agents for legal advice with respect to this investment or the transactions contemplated by the Warrant.

(j) **Tax Advisors.** The Investor has reviewed with its own tax advisors the U.S. federal, state and local and non-U.S. tax consequences of this investment and the transactions contemplated by the Warrant. With respect to such matters, the Investor relies solely on any such advisors and not on any statements or representations of the Company or any of its agents, written or oral. The Investor understands that it (and not the Company) shall be responsible for its own tax liability that may arise as a result of this investment and the transactions contemplated by the Warrant.

(signature page follows)

The Investor is signing this Investment Representation Statement on the date first written above.

INVESTOR

(Print name of the investor)

(Signature)

(Name and title of signatory, if applicable)

(Street address)

(City, state and ZIP)

LETTER OF GUARANTEE

Safari Group CB Holdings Limited
c/o The Carlyle Group
1001 Pennsylvania Avenue, NW
Washington, DC 20004-2505

June 11, 2019

Dear Sirs,

The undersigned understands that Safari Group CB Holdings Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands (the "**Holder**") subscribed for an aggregate principal amount of US\$100,000,000 convertible note (the "**Convertible Note**"), dated September 24, 2015, issued by Fang Holdings Limited (formerly known as SouFun Holdings Limited), an exempted company with limited liability incorporated in the Cayman Islands (the "**Company**"). The Company proposes to distribute all of its ordinary shares held in China Index Holdings Limited, an exempted company with limited liability incorporated in the Cayman Islands (the "**Guarantor**"), a wholly owned subsidiary of the Company, to its shareholders and list Guarantor's ordinary shares as represented by American depository shares on the Nasdaq Stock Market (such transaction, the "**Separation and Distribution**"). In connection with the **Separation and Distribution**, the Guarantor proposes to (i) enter into this guarantee (the "**Guarantee**") to guarantee the payment obligations of the Company to the Holder under the Convertible Note, and (ii) issue a warrant (the "**Warrant**") dated hereof to the Holder in exchange of which, the Holder will waive certain adjustment rights under the Convertible Note set forth in the waiver letter (the "**Waiver Letter**") dated hereof.

In consideration of the foregoing, the Guarantor hereby guarantees to the Holder of the Convertible Note and its successors and permitted assigns the due and punctual payment of the principal of, and interest on the Convertible Note, subject to certain terms and conditions as provided herein below.

The obligations of the Guarantor will not be released, discharged or otherwise affected by: (i) the lack of genuineness, legality, validity, regularity or enforceability of this Guarantee, or any other agreement or document contemplated hereby or under the Convertible Note; (ii) any change in the name, authorized activities, capital stock, corporate existence, structure or ownership of the Company or the Guarantor, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Company or the Guarantor or their assets or any resulting release or discharge of any obligation of the Company contained in the Convertible Note; (iii) the existence of any claim, set off or other rights which the Guarantor may have at any time against the Company, whether in connection with the Convertible Note or any unrelated transactions; provided that nothing herein prevents the assertion of any such claim by separate suit or compulsory counterclaim; or (iv) any present or future law, regulation or order of any jurisdiction (whether of right or in fact) or of any agency thereof purporting to reduce, amend, restructure or otherwise affect any term of any document evidencing the Convertible Note or any obligations thereunder. The Guarantor also consents that, without notice to the Guarantor and without the necessity for any additional endorsement, consent or guarantee by the Guarantor, the obligations of the Company under the Convertible Note may, from time to time, be renewed, extended, increased, accelerated, modified, amended, compromised or otherwise, all without impairing or affecting in any way the obligation of the Guarantor hereunder.

This Guarantee will not be discharged with respect to the Convertible Note except by (i) payment in full of the principal of, and interest on, the Convertible Note, or (ii) conversion of the Convertible Note into the Company's Class A ordinary shares in whole, or (iii) a combination of (i) and (ii), or (iv) as otherwise contemplated in the Convertible Note. In case of the failure of the Company punctually to pay any such principal of, and interest on, the Convertible Note, the Guarantors hereby agree to cause any such payment to be made punctually when and as the same shall become due and payable, whether at the stated maturity, by acceleration, call for redemption or otherwise, and as if such payment were made by the Company, upon demand therefor by the Holder; provided that such demand will only be presented to the Guarantor when and only if (i) the Holder will not have converted the principal amount under the Convertible Note into the Company's Class A ordinary shares in whole at or prior to maturity (or any other date by reason of acceleration, extension or otherwise), and (ii) an Event of Default (as defined in the Convertible Note) to the extent such an event has resulted in the Company's failure in the payment of the principal of, or interest accrued on, the Convertible Note, which has not been waived, has occurred and is continuing. **To the extent a demand hereunder may be made, this Guarantee may be enforced without first having recourse to the Company or any other person.**

Notwithstanding the foregoing or any applicable law, statute and regulation with respect to the imputation of payments, all sum of funds received from the Guarantor pursuant to the terms of this Guarantee will be applied in reduction of the Company's obligations as provided in the Convertible Note. If at any time any payment of any guaranteed liability is rescinded or must be otherwise restored or returned upon the insolvency, bankruptcy or reorganization of the Guarantor or otherwise, the Guarantor's obligations hereunder with respect to such payment shall be reinstated as though such payment had been due but not made at such time. If acceleration of the time for payment of any liability under the Convertible Note is stayed upon the insolvency, bankruptcy or reorganization of the Company, all such guaranteed liability otherwise subject to acceleration under the terms of the Convertible Note shall nonetheless be payable by the Guarantor hereunder forthwith on demand by the Holder.

The Guarantor represents and warrants to the Holder that: (i) it is duly formed under the laws of the jurisdiction of its formation, has full power and capacity to issue this Guarantee, to execute and deliver this Guarantee and to undertake and perform the obligations assumed by it herein; (ii) the giving of this Guarantee, the execution and delivery of this Guarantee and the undertaking and performance by it of the obligations assumed by it herein will not conflict with, or result in a breach of or default under, any of the terms or provisions of its constituting documents or the laws of the jurisdiction of its formation, or any agreement or instrument to which it is a party or by which it is bound or in respect of indebtedness in relation to which it is a surety; (iii) upon due execution and delivery on its behalf, this Guarantee will constitute its legal, valid, binding and enforceable obligation; and (iv) all authorizations, consents and approvals required by it for or in connection with the giving of this Guarantee, the execution and delivery of this Guarantee and the performance by it of the obligations undertaken by it herein have been obtained and are in full force and effect.

In the event that a Guarantor Fundamental Change occurs at any time, it shall inform the Holder as early as practicable and in any event no later than five (5) business days before the Guarantor enters into any resolution approving such transaction or enters into any binding agreement to enter into such transaction, whichever is earlier (the "Guarantor Notice"). Upon the receipt of the Guarantor Notice or a breach of the Guarantor's obligations to deliver such Guarantor Notice, the Holder shall have the right, at its option, by delivery a notice to Fang Holdings Limited and the Guarantor (the "Put Notice"), to require the Guarantor to use its best efforts to cause Fang Holdings Limited to purchase the Convertible Note in cash at a purchase price (the "Purchase Price") equal to 100% of the principal of, and accrued interest on the Convertible Note as of the date of the Put Notice within ten (10) business days upon the receipt of the Put Notice. In case that Fang Holdings Limited fails to timely pay Purchase Price to the Holder in full within the ten (10) business days upon the receipt of the Put Notice, the Guarantor shall make payment of the outstanding portion of the Purchase Price to the Holder on a date no later than thirty (30) business days after the date of the Put Notice. The Holder shall surrender the Convertible Note to the Guarantor as soon as it receives the Purchase Price in full and Fang Holdings Limited's obligations under the Convertible Note will be deemed satisfied contemporarily.

"Guarantor Fundamental Change" shall be deemed to have occurred at the time after the date of this Guarantee if any of the following occurs:

(a) a "person" or "group" within the meaning of Section 13(d) of the Exchange Act, other than the Guarantor, its Subsidiaries, the employee benefit plans of the Guarantor and its Subsidiaries and any of the Permitted Holders has become the direct or indirect "beneficial owner," as defined in Rule 13d-3 under the Exchange Act, of the Guarantor's Common Equity (including Common Equity held in the form of ADSs) representing more than 50% of the voting power of the Guarantor's Common Equity;

(b) the consummation of (A) any recapitalization, reclassification or change of the Guarantor's Common Equity (other than changes resulting from a subdivision or combination) as a result of which the Guarantor's Common Equity would be converted into, or exchanged for, stock, other securities, other property or assets; (B) any share exchange, consolidation or merger of the Guarantor, or any similar transaction, pursuant to which the Guarantor's Common Equity will be converted into cash, securities or other property; or (C) any sale, lease or other transfer in one transaction or a series of transactions of all or substantially all of the consolidated assets of the Guarantor and its Subsidiaries (including its variable interest entities), taken as a whole, to any Person other than one of the Guarantor's wholly-owned Subsidiaries; provided, however, that a transaction described in clause (B) in which the holders of all classes of the Guarantor's Common Equity immediately prior to such transaction own, directly or indirectly, more than 50% of all classes of Common Equity of the continuing or surviving corporation or transferee or the parent thereof immediately after such transaction in substantially the same proportions vis-a-vis each other as such ownership immediately prior to such transaction shall not be a Guarantor Fundamental Change pursuant to this clause (b);

(c) the shareholders of the Guarantor approve any plan or proposal for the liquidation or dissolution of the Guarantor; or

(d) the Guarantor's Common Equity (any common equity or ADSs in respect of common equity underlying the Warrant) cease to be listed or quoted on any of The New York Stock Exchange, The NASDAQ Global Select Market or The NASDAQ Global Market (or any of their respective successors);

provided, however, that (i) a transaction or transactions described in clause (a) or (b) above shall not constitute a Guarantor Fundamental Change if at least 90% of the consideration received or to be received by holders of the ADSs, excluding cash payments for any fractional ADS and cash payments made in connection with dissenters' appraisal rights, in connection with such transaction or transactions consists of shares of Common Equity or ADSs or depositary receipts in respect of Common Equity that are listed or quoted on any of The New York Stock Exchange, The NASDAQ Global Select Market or The NASDAQ Global Market (or any of their respective successors) or will be so listed or quoted when issued or exchanged in connection with such transaction or transactions and as a result of such transaction or transactions the Warrant become convertible into such consideration, excluding cash payments for any fractional ADS and cash payments made in connection with dissenters' appraisal rights, and (ii) any transaction conducted in the ordinary course of business of the Guarantor and/or its Subsidiaries, or any inter-group transfer between the Guarantor and its wholly-owned Subsidiaries shall not constitute a Guarantor Fundamental Change.

For purposes of this "Guarantor Fundamental Change" definition, each capitalized term shall have its ascribed meaning in the Convertible Note unless otherwise defined herein.

All payments by or on behalf of the Guarantor under this Guarantee shall be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or within any jurisdiction in which the Guarantor or any successor to the Guarantor is, for tax purposes, organized or resident or doing business or through which payment is made or deemed made (or any political subdivision or taxing authority thereof or therein), unless such withholding or deduction is required by law or by regulation or governmental policy having the force of law.

All rights under this Guarantee shall terminate when (i) all amounts at any time owing on the Convertible Note have been paid in full by the Company, the Guarantor or otherwise, or (ii) the Convertible Note is converted in whole in accordance with Article 3 of the Convertible Note, or (iii) a combination of (i) and (ii).

This Guarantee shall be binding upon and inure to the benefit of the Holder and the Guarantor and their respective successors and assigns; *provided* that none of the Guarantor or the Holder may sell, assign or delegate rights and obligations hereunder without the prior written consent of the other. Notwithstanding the forgoing, in case that the Holder validly transfers the Convertible Note in accordance with the terms and conditions thereunder, the Holder may assign the rights and obligations hereunder accordingly without prior consent of the Guarantor.

This Guarantee, taken together with the Convertible Note, the Warrant and the Waiver Letter, constitute and contain the entire agreement between the Guarantor and the Holder, and supersede any and all prior agreements, negotiations, correspondence, understandings and communications among them, whether written or oral, respecting the subject matter hereof. If at any time any provision of this Guarantee is or becomes illegal, invalid or unenforceable in any respect under the law or any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Guarantee nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby. The amendment or waiver of any term of this Guarantee shall be subject to the written consent of the Holder and the Guarantor.

This Guarantee shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflict of law. Any dispute, controversy, difference or claim arising out of or relating to this Guarantee, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("**HKIAC**") under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Hong Kong law, and the seat of arbitration shall be Hong Kong. The number of arbitrators shall be three, and the arbitrators shall be appointed in accordance with the HKIAC rules. The arbitration proceedings shall be conducted in English. It shall not be incompatible with this arbitration agreement for any party to seek interim or conservatory relief from courts of competent jurisdiction before the constitution of the arbitral tribunal.

This Guarantee may be executed in any number of counterparts, each of which shall be an original, but all of which together shall be deemed to constitute one instrument.

[Signature pages follow]

Very truly yours,

China Index Holdings Limited

By: /s/ Vincent Tianquan Mo

Name: Vincent Tianquan Mo

Title: Director

Acknowledged and confirmed by:
Safari Group CB Holdings Limited

By: /s/ Wayne Bannon
Name: Wayne Bannon
Title: Director

THIS WARRANT AND THE SECURITIES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR UNDER ANY OTHER SECURITIES LAWS. THIS WARRANT AND THE SECURITIES ISSUABLE UPON EXERCISE OF THIS WARRANT ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND OTHER APPLICABLE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. HOLDERS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

**WARRANT TO PURCHASE CLASS A ORDINARY SHARES
OF
CHINA INDEX HOLDINGS LIMITED**

**Dated June 11, 2019
Void after the date specified in Section 6**

**Warrant to purchase
Up to 1,533,298 Class A ordinary shares of the
Company with par value of US\$0.001 each
(subject to adjustment)**

THIS CERTIFIES THAT, for value received, IDG Alternative Global Limited, or its registered assigns (the "**Holder**"), is entitled, subject to the provisions and upon the terms and conditions set forth herein, to purchase from China Index Holdings Limited, an exempted liability company incorporated under the laws of the Cayman Islands (the "**Company**"), Class A ordinary shares of the Company with a par value of US\$0.001 each (the "**Shares**") in the amounts, at such times and at the price per share set forth in Section 1. The term "**Warrant**" as used herein shall include this Warrant and any warrants delivered in substitution or exchange therefor as provided herein. This Warrant is issued in connection with the waiver of certain adjustment rights under certain convertible note (the "**Note**") due 2022 issued by Fang Holdings Limited (the "**Fang**"), the sole shareholder of the Company, on November 4, 2015 that have been or may be triggered by the separation of the Company from Fang by way of distribution (the "**Separation and Distribution**").

The following is a statement of the rights of the Holder and the conditions to which this Warrant is subject, and to which Holder, by acceptance of this Warrant, agrees:

1. Number and Price of Shares; Exercise Price; Exercise Period.

(a) **Number of Shares.** The Holder shall have the right to purchase the number of Shares computed using the following formula, subject to adjustment in accordance with Section 5:

$$X = \frac{Y \times B}{A}$$

Where:

- X = The number of Shares to be issued to the Holder
- Y = The principal amount or any portion thereof under the Note that the Holder has exercised its right to convert into Fang's Class A ordinary shares
- A = US\$1,000
- B = 27.9086

(b) **Exercise Price.** The exercise price per Share shall be equal to US\$0.001 or the lowest price permitted under the Cayman Islands law, whichever is lower, subject to adjustment in accordance with Section 5 (the "**Exercise Price**").

(c) **Exercise Period.** This Warrant shall be exercisable when and only if (i) the Separation and Distribution has been completed, and (ii) the Holder has exercised its right to convert, in whole or in part, the Note into Fang's Class A ordinary shares.

2. Exercise of the Warrant.

(a) **Exercise.** The purchase rights represented by this Warrant may be exercised at the election of the Holder, in whole or in part, during the Exercise Period in accordance with Section 1, by:

(i) the tender to the Company at its principal office (or such other office or agency as the Company may designate) of a notice of exercise in the form of **Exhibit A** (the "**Notice of Exercise**"), duly completed and executed by or on behalf of the Holder, together with the surrender of this Warrant; and

(ii) the payment to the Company of an amount equal to (x) the Exercise Price multiplied by (y) the number of Shares being purchased, by wire transfer or certified, cashier's or other check acceptable to the Company and payable to the order of the Company.

(iii) If the Holder exercises this Warrant in part, this Warrant shall be surrendered by the Holder to the Company and a new Warrant of the same tenor and for the unexercised number of Warrant Shares shall be executed by the Company as promptly as reasonably practicable. The Company shall register the new Warrant in the name of the Holder and deliver the new Warrant to the person or persons entitled to receive the same as promptly as reasonably practicable.

(b) **Net Issue Exercise.** In lieu of exercising this Warrant pursuant to Section 2(a)(ii), if the fair market value of one Share is greater than the Exercise Price (at the date of calculation as set forth below), the Holder may elect to receive a number of Shares equal to the value of this Warrant (or of any portion of this Warrant being canceled) by surrender of this Warrant at the principal office of the Company (or such other office or agency as the Company may designate) together with a properly completed and executed Notice of Exercise reflecting such election, in which event the Company shall issue to the Holder that number of Shares computed using the following formula:

$$X_1 = \frac{X(A-B)}{A}$$

Where:

- X_1 = The number of Shares to be issued to the Holder
- X = The number of Shares purchasable under this Warrant in accordance with Section 1 or, if only a portion of the Warrant is being exercised, the portion of the Warrant being canceled (at the date of such calculation)
- A = The fair market value of one Share (at the date of such calculation)
- B = The Exercise Price (as adjusted to the date of such calculation)

For purposes of the calculation above, the fair market value of one Share shall be determined by the Board of Directors of the Company, acting in good faith; *provided, however*, that where a public market exists for the Shares at the time of such exercise, the fair market value per Share shall be the average of the closing price quoted on the national securities exchange on which the Shares or the American depositary shares representing the Shares are listed, as applicable, for the ten (10) trading day period ending three (3) trading days prior to the date of determination of fair market value.

(c) **Share Certificates.** The rights under this Warrant shall be deemed to have been exercised and the Shares issuable upon such exercise shall be deemed to have been issued immediately prior to the close of business on the date this Warrant is exercised in accordance with its terms, and the person entitled to receive the Shares issuable upon such exercise shall be treated for all purposes as the holder of record of such Shares as of the close of business on such date. As promptly as reasonably practicable on or no later than five (5) business days after such date, the Company shall issue and deliver to the person or persons entitled to receive the same a certificate or certificates (or a notice of issuance of uncertificated shares, if applicable) for that number of shares issuable upon such exercise.

(d) **No Fractional Shares or Scrip.** No fractional shares or scrip representing fractional shares shall be issued upon the exercise of the rights under this Warrant. In lieu of such fractional share to which the Holder would otherwise be entitled, the Company shall make a cash payment equal to the Exercise Price multiplied by such fraction.

(e) **Reservation of Shares.** The Company agrees during the term the rights under this Warrant are exercisable to take all action necessary to reserve and keep available from its authorized and unissued Shares for the purpose of effecting the exercise of this Warrant such number of shares as shall from time to time be sufficient to effect the exercise of the rights under this Warrant; and if at any time the number of authorized but unissued Shares shall not be sufficient for purposes of the exercise of this Warrant in accordance with its terms, without limitation of such other remedies as may be available to the Holder, the Company will take all such corporate action as may, in the opinion of counsel, be necessary to increase its authorized and unissued Shares to a number of shares as shall be sufficient for such purposes. The Company covenants that it will take such actions as may be necessary or appropriate in order that all Shares issued upon exercise of this Warrant will, upon issuance in accordance with the terms of this Warrant, be fully paid and non-assessable and free from any and all security interests created by or imposed upon the Company. The Company agrees that its issuance of this Warrant shall constitute full authority to its officers who are charged with the issuance of Shares to issue Shares upon the exercise of this Warrant.

(f) **Most Favorable Terms and Treatment.** The Company represents and warrants to the Holder that it has not issued or offered to issue and will not issue or offer to issue within the six-month period after the date of this Warrant any warrants or other securities convertible into or exchangeable or exercisable for Share to any other holders of convertible notes of Fang with the terms or conditions which are more favorable than those terms and conditions provided to the Holder in this Warrant. In the event that the Company breaches the representation and warranty made by it in this Section 2(f), the Holder shall be entitled to the more favorable terms and conditions that the Company offers to any other holders of convertible notes of Fang, and the Company and the Holder shall take all necessary actions, including amending the terms and conditions of this Warrant, to apply such more favorable terms and conditions to the transactions contemplated by this Warrant unless otherwise waived by the Holder in writing.

(g) **Tax and Fees.** The Company shall pay any documentary, stamp or similar issue or transfer tax due on the delivery of the Shares upon any exercise of the Warrant, unless the tax is due because the Holder requests such Shares to be issued in a name other than the Holder's name, in which case the Holder shall pay that tax. The Company shall pay the relevant fees for issuance of the Shares and shall pay the relevant depository's fees for any future conversion of the issued Shares into the ADSs.

3. **Replacement of the Warrant.** Subject to the receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant and, in the case of loss, theft or destruction, on delivery of an indemnity agreement reasonably satisfactory in form and substance to the Company or, in the case of mutilation, on surrender and cancellation of this Warrant, the Company at the expense of the Holder shall execute and deliver, in lieu of this Warrant, a new warrant of like tenor and amount, *provided that* the Holder shall be responsible for all the related costs and expenses for replacement of the Warrant.

4. **Restrictions on Transfer of the Warrant and Shares; Compliance with Securities Laws.** By acceptance of this Warrant, the Holder agrees to comply with the following:

(a) **Restrictions on Transfers.** This Warrant may not be transferred or assigned without the Company's prior written consent *unless* the transferee or assignee shall have confirmed to the satisfaction of the Company in writing, substantially in the form of **Exhibit A-1**, that this Warrant and Shares subject to this Warrant (the "**Securities**") are being acquired solely for the transferee's or assignee's own account and not as a nominee for any other party, for investment and not with a view toward distribution or resale and that the transferee or assignee shall have confirmed such other matters related thereto as may be reasonably requested by the Company. Any attempt by Holder to transfer or assign any rights, duties or obligations that arise under this Warrant without complying with this Section 4(a) shall be void. Any transfer of the Securities must be in compliance with all applicable federal and state securities laws.

(b) **Securities Law Legend.** Each certificate, instrument or book entry representing the Securities shall (unless otherwise permitted by the provisions of this Warrant) be notated with a legend substantially similar to the following (in addition to any legend required by state securities laws):

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR UNDER ANY OTHER SECURITIES LAWS. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND OTHER APPLICABLE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. HOLDERS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

(c) **Instructions Regarding Transfer Restrictions.** The Holder consents to the Company making a notation on its records and giving instructions to any transfer agent in order to implement the restrictions on transfer established in this Section 4.

(d) **Removal of Legend.** The legend referring to federal and state securities laws identified in Section 4(b) notated on any certificate evidencing the Shares and the stock transfer instructions and record notations with respect to such securities shall be removed, and the Company shall issue a certificate without such legend to the holder of such securities (to the extent the securities are certificated), if (i) such securities are registered under the Securities Act, or (ii) such holder provides the Company with an opinion of counsel reasonably acceptable to the Company to the effect that a sale or transfer of such securities may be made without registration, qualification or legend.

5. **Adjustments.** Subject to the expiration of this Warrant pursuant to Section 6, the number and kind of shares purchasable hereunder and the Exercise Price therefor are subject to adjustment from time to time, as follows:

(a) **Merger or Reorganization.** If at any time there shall be any reorganization, recapitalization, merger or consolidation (a "**Reorganization**") involving the Company (other than as otherwise provided for herein or as would cause the expiration of this Warrant under Section 6) in which shares of the Company's stock are converted into or exchanged for securities, cash or other property, then, as a part of such Reorganization, lawful provision shall be made so that the Holder shall thereafter be entitled to receive upon exercise of this Warrant, the kind and amount of securities, cash or other property of the successor corporation resulting from such Reorganization, equivalent in value to that which a holder of the Shares deliverable upon exercise of this Warrant would have been entitled in such Reorganization if the right to purchase the Shares hereunder had been exercised immediately prior to such Reorganization. In any such case, appropriate adjustment (as determined in good faith by the Board of Directors of the successor corporation) shall be made in the application of the provisions of this Warrant with respect to the rights and interests of the Holder after such Reorganization to the end that the provisions of this Warrant shall be applicable after the event, as near as reasonably may be, in relation to any shares or other securities deliverable after that event upon the exercise of this Warrant.

(b) **Reclassification of Shares.** If the securities issuable upon exercise of this Warrant are changed into the same or a different number of securities of any other class or classes by reclassification, capital reorganization, conversion of all outstanding shares of the relevant class or series (other than as would cause the expiration of this Warrant pursuant to Section 6) or otherwise (other than as otherwise provided for herein) (a “**Reclassification**”), then, in any such event, in lieu of the number of Shares which the Holder would otherwise have been entitled to receive, the Holder shall have the right thereafter to exercise this Warrant for a number of shares of such other class or classes of stock that a holder of the number of securities deliverable upon exercise of this Warrant immediately before that change would have been entitled to receive in such Reclassification, all subject to further adjustment as provided herein with respect to such other shares.

(c) **Subdivisions and Combinations.** In the event that the outstanding Shares are subdivided by stock split or otherwise into a greater number of shares of such securities, the number of Shares issuable upon exercise of the rights under this Warrant immediately prior to such subdivision shall, concurrently with the effectiveness of such subdivision, be proportionately increased, and the Exercise Price shall be proportionately decreased, and in the event that the outstanding Shares are combined (by reclassification or otherwise) into a lesser number of shares of such securities, the number of Shares issuable upon exercise of the rights under this Warrant immediately prior to such combination shall, concurrently with the effectiveness of such combination, be proportionately decreased, and the Exercise Price shall be proportionately increased.

(d) **Notice of Adjustments.** Upon any adjustment in accordance with this Section 5, the Company shall give notice thereof to the Holder, which notice shall state the event giving rise to the adjustment, the Exercise Price as adjusted and the number of securities or other property purchasable upon the exercise of the rights under this Warrant, setting forth in reasonable detail the method of calculation of each. The Company shall, upon the written request of any Holder, furnish or cause to be furnished to such Holder a certificate setting forth (i) such adjustments, (ii) the Exercise Price at the time in effect and (iii) the number of securities and the amount, if any, of other property that at the time would be received upon exercise of this Warrant.

6. **Expiration of the Warrant.** This Warrant shall expire and shall no longer be exercisable as of the earlier of:

- (a) the expiration of the Note according to terms thereof;
- (b) the repayment of the principal amount and accrued interest under the Note in full by Fang and/or the Company;
- (c) the exercise of the Warrant in whole; or
- (d) a combination of (b) and (c) above.

7. **No Rights as a Shareholder.** Nothing contained herein shall entitle the Holder to any rights as a shareholder of the Company or to be deemed the holder of any securities that may at any time be issuable on the exercise of the rights hereunder for any purpose nor shall anything contained herein be construed to confer upon the Holder, as such, any right to vote for the election of directors or upon any matter submitted to shareholders at any meeting thereof, or to give or withhold consent to any corporate action (whether upon any recapitalization, issuance of stock, reclassification of stock, change of par value or change of stock to no par value, consolidation, merger, conveyance or otherwise) or to receive notice of meetings, or to receive dividends or subscription rights or any other rights of a shareholder of the Company until the rights under the Warrant shall have been exercised and the Shares purchasable upon exercise of the rights hereunder shall have become deliverable as provided herein.

8. **Representations and Warranties of the Holder.** By acceptance of this Warrant, the Holder represents and warrants to the Company as follows:

(a) **No Registration.** The Holder understands that the Securities have not been, and will not be, registered under the Securities Act by reason of a specific exemption from the registration provisions of the Securities Act, the availability of which depends upon, among other things, the *bona fide* nature of the investment intent and the accuracy of the Holder's representations as expressed herein or otherwise made pursuant hereto.

(b) **No Public Sale or Distribution.** The Holder is acquiring the Shares subject to this Warrant for its own account and not with a view towards, or for resale in connection with, the public sale or distribution thereof, except pursuant to sales registered or exempted under the Securities Act. The Holder does not presently have any agreement or understanding, directly or indirectly, with any person or entity to distribute any of the Shares subject to this Warrant. The Holder is not a broker-dealer registered with the Securities and Exchange Commission (the "**SEC**") under the Securities Exchange Act of 1934, as amended, or a person or entity engaged in a business that would require it to be so registered as a broker-dealer.

(c) **Investment Experience.** The Holder has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of its investment in the Company. The Holder is capable of bearing the economic risks of such investment, including a complete loss of its investment.

(d) **Solicitation.** The Holder was not identified or contacted through the marketing of the transactions contemplated by this Warrant. The Holder did not contact the Company as a result of any general solicitation or directed selling efforts.

(e) **Offshore Transaction.** The Holder has been advised and acknowledges that in issuing the Shares subject to this Warrant to such Holder pursuant to this Warrant, the Company is relying upon the exemption from registration provided by Regulation S under the Securities Act. The Holder is acquiring the Shares subject to this Warrant in an offshore transaction executed in reliance upon the exemption from registration provided by Regulation S under the Securities Act.

(f) **Investor Status.** The Holder is either (i) an “accredited investor” within the meaning of Rule 501 of Regulation D under the Securities Act or (ii) not a “U.S. person” within the meaning of Regulation S under the Securities Act.

(g) **Restrictions on Resales.** The Holder acknowledges that the Shares subject to this Warrant are “restricted securities” that have not been registered under the Securities Act or any applicable state securities Law. The Holder further acknowledges that, absent an effective registration under the Securities Act, the Shares subject to this Warrant may only be offered, sold or otherwise transferred (i) to the Company, (ii) outside the United States in accordance with Rule 904 of Regulation S under the Securities Act or (iii) pursuant to an exemption from registration under the Securities Act.

(h) **Brokers and Finders.** Neither the Holder nor any of its affiliates is a party to any agreement, arrangement or understanding with any person or entity that would give rise to any valid right, interest or claim against or upon the Company or the Holder for any brokerage commission, finder’s fee or other similar compensation, as a result of transactions contemplated under this Warrant.

(i) **Legal Counsel.** The Holder has had the opportunity to review this Warrant, the exhibits and schedules attached hereto and the transactions contemplated by this Warrant with its own legal counsel. The Holder is not relying on any statements or representations of the Company or its agents for legal advice with respect to this investment or the transactions contemplated by this Warrant.

(j) **Tax Advisors.** The Holder has reviewed with its own tax advisors the U.S. federal, state and local and non-U.S. tax consequences of this investment and the transactions contemplated by this Warrant. With respect to such matters, the Holder relies solely on any such advisors and not on any statements or representations of the Company or any of its agents, written or oral. The Holder understands that it (and not the Company) shall be responsible for its own tax liability that may arise as a result of this investment and the transactions contemplated by this Warrant.

9. **Registration Rights.**

(a) The Company shall use commercially reasonable efforts to qualify for registration on Form F-3 or Form S-3. Subject to the terms of this Agreement, if the Company qualifies for registration on Form F-3 or Form S-3, the Holder may request the Company to file a Registration Statement on Form F-3 or Form S-3 covering the Shares issued upon the exercise of this Warrant (the “**Warrant Shelf Registration Statement**”). Upon receipt of such a request, the Company shall use commercially reasonable efforts to cause the Warrant Shelf Registration Statement to become effective or declared effective by the United States Securities and Exchange Commission as soon as possible after such filing.

(b) The Warrant Shelf Registration Statement (and each amendment or supplement thereto, and each request for acceleration of effectiveness thereof) shall be provided to the Holder and its counsel at a reasonable time prior to its filing or other submission and shall not be filed or submitted in a form to which the Holder or its respective counsel reasonably objects.

(c) The Company shall notify the Holder by facsimile or email as promptly as practicable, and in any event, within one (1) business day, after Warrant Shelf Registration Statement becomes or is declared effective.

(d) Each of the Company and the Holder shall bear 50 per cent. of the registration expenses incurred in connection with the registration.

(e) The Company shall enter into such customary agreements for underwritten secondary offerings and take all such actions and deliver or cause to be delivered such other documents and instruments reasonably requested by the Holder or the lead underwriter in any secondary underwritten offering in order to expedite or facilitate the disposition of the Shares issued upon the exercise of this Warrant; provided that, the fees and expenses to be incurred in connection with an underwritten offering of (i) the Shares issued upon the exercise of this Warrant and (ii) certain other securities of the Company (if any) shall be borne on a pro rata basis in proportion to the aggregate number of securities being sold by each seller participating the such underwritten offering.

(f) The registration rights provided under this Section 9 shall be terminated without further effect if (i) an effective resolution is passed or a binding order is made for the winding-up of the Company other than to effect a scheme of reconstruction or amalgamation, or (ii) the Shares issued pursuant to the exercise of this Warrant can be sold in any three-month period without registration in reliance upon Rule 144 of the Securities Act, whichever is earlier.

10. **Miscellaneous.**

(a) **Amendments.** Except as expressly provided herein, neither this Warrant nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument referencing this Warrant and signed by the Company and the Holder.

(b) **Waivers.** No waiver of any single breach or default shall be deemed a waiver of any other breach or default theretofore or thereafter occurring.

(c) **Notices.** All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by registered or certified mail, postage prepaid, sent by facsimile or electronic mail or otherwise delivered by hand, messenger or courier service addressed:

(i) if to the Holder, to the Holder at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands with facsimile number of 852-2529-1619 and email address at simon_ho@idgcapital.com, as may be updated until any such Holder so furnishes to the Company updated address, facsimile number or electronic mail address; or

(ii) if to the Company, to the attention of the Chief Executive Officer of the Company at the Company's address as shown on the signature page hereto, or at such other current address as the Company shall have furnished to the Holder.

Each such notice or other communication shall for all purposes of this Warrant be treated as effective or having been given (i) if delivered by hand, messenger or courier service, when delivered (or if sent via a nationally-recognized overnight courier service, freight prepaid, specifying next-business-day delivery, one business day after deposit with the courier), or (ii) if sent via mail, upon receipt, or (iii) if sent via facsimile, upon confirmation of facsimile transfer or, (iv) if sent via electronic mail, upon confirmation of delivery when directed to the relevant electronic mail address, if sent during normal business hours of the recipient, or if not sent during normal business hours of the recipient, then on the recipient's next business day.

(d) **Governing Law.** This Warrant and all actions arising out of or in connection with this Warrant shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law provisions thereof.

(e) **Arbitration.** Any dispute, controversy, difference or claim arising out of or relating to this Warrant, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("**HKIAC**") under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Hong Kong law, and the seat of arbitration shall be Hong Kong. The number of arbitrators shall be three, and the arbitrators shall be appointed in accordance with the HKIAC rules. The arbitration proceedings shall be conducted in English. It shall not be incompatible with this arbitration agreement for any party to seek interim or conservatory relief from courts of competent jurisdiction before the constitution of the arbitral tribunal.

(f) **Titles and Subtitles.** The titles and subtitles used in this Warrant are used for convenience only and are not to be considered in construing or interpreting this Warrant. All references in this Warrant to sections, paragraphs and exhibits shall, unless otherwise provided, refer to sections and paragraphs hereof and exhibits attached hereto.

(g) **Severability.** If any provision of this Warrant becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Warrant, and such illegal, unenforceable or void provision shall be replaced with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the illegal, unenforceable or void provision. The balance of this Warrant shall be enforceable in accordance with its terms.

(h) **Rights and Obligations Survive Exercise of the Warrant.** Except as otherwise provided herein, the rights and obligations of the Company and the Holder under this Warrant shall survive exercise of this Warrant.

(i) **Entire Agreement.** Except as expressly set forth herein, this Warrant (including the exhibits attached hereto) constitutes the entire agreement and understanding of the Company and the Holder with respect to the subject matter hereof and supersede all prior agreements and understandings relating to the subject matter hereof.

[Signature page follows]

The Company and the Holder sign this Warrant as of the date stated on the first page.

China Index Holdings Limited

By: /s/ Vincent Tianquan Mo

Name: Vincent Tianquan Mo

Title: Director

Address:

Tower A, No. 20 Guogongzhuang Middle Street
Fengtai District, Beijing 100070
People's Republic of China

AGREED AND ACKNOWLEDGED,

IDG Alternative Global Limited

By: /s/ Ho Chi Sing

Name: Ho Chi Sing

Title: Authorized Signatory

Address:

P.O. Box 957, Offshore Incorporations Centre
Road Town, Tortola
British Virgin Islands

Fax number: [REDACTED]

Email address: [REDACTED]

(Signature Page to the Warrant)

EXHIBIT A
NOTICE OF EXERCISE

TO: China Index Holding Limited (the “Company”)

Attention: Chief Executive Officer

(1) **Exercise.** The undersigned elects to purchase the following pursuant to the terms of the attached warrant:

Number of shares: _____

Type of security: _____

(2) **Method of Exercise.** The undersigned elects to exercise the attached warrant pursuant to:

A cash payment, and tenders herewith payment of the purchase price for such shares in full, together with all applicable transfer taxes, if any.

The net issue exercise provisions of Section 2(b) of the attached warrant.

(3) **Shares.** Please make a book entry and, if the shares are certificated, issue a certificate or certificates representing the shares in the name of:

The undersigned

Other—Name: _____

Address: _____

(4) **Unexercised Portion of the Warrant.** Please issue a new warrant for the unexercised portion of the attached warrant in the name of:

The undersigned

Other—Name: _____

Address: _____

Not applicable

(5) **Investment Intent.** The undersigned represents and warrants that all representations and warranties of the undersigned set forth in Section 8 of the attached warrant are true and correct as of the date hereof.

(Print name of the warrant holder)

(Signature)

(Name and title of signatory, if applicable)

(Date)

(Fax number)

(Email address)

EXHIBIT A-1

INVESTMENT REPRESENTATION STATEMENT

INVESTOR: _____

COMPANY: CHINA INDEX HOLDINGS LIMITED (THE "**COMPANY**")

SECURITIES: THE WARRANT ISSUED ON _____, 2019 (THE "**WARRANT**") AND THE CLASS A ORDINARY SHARES (THE "**SHARES**") ISSUED OR ISSUABLE UPON EXERCISE THEREOF

DATE: _____

In connection with the purchase or acquisition of the Shares subject to the Warrant, the undersigned Investor represents and warrants to, and agrees with, the Company as follows:

(a) **No Registration.** The Investor understands that the Warrant and the Shares subject to the Warrant have not been, and will not be, registered under the Securities Act of 1933, as amended (the "**Securities Act**") by reason of a specific exemption from the registration provisions of the Securities Act, the availability of which depends upon, among other things, the *bona fide* nature of the investment intent and the accuracy of the Investor's representations as expressed herein or otherwise made pursuant hereto.

(b) **No Public Sale or Distribution.** The Investor is acquiring the Shares subject to the Warrant for its own account and not with a view towards, or for resale in connection with, the public sale or distribution thereof, except pursuant to sales registered or exempted under the Securities Act. The Investor does not presently have any agreement or understanding, directly or indirectly, with any person or entity to distribute any of the Shares subject to the Warrant. The Investor is not a broker-dealer registered with the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "**Exchange Act**") or a person or entity engaged in a business that would require it to be so registered as a broker-dealer.

(c) **Investment Experience.** The Investor has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of its investment in the Company. The Investor is capable of bearing the economic risks of such investment, including a complete loss of its investment.

(d) **Solicitation.** The Investor was not identified or contacted through the marketing of the transactions contemplated by the Warrant. The Investor did not contact the Company as a result of any general solicitation or directed selling efforts.

(e) **Offshore Transaction.** The Investor has been advised and acknowledges that in issuing the Shares subject to the Warrant to such Investor pursuant to the Warrant, the Company is relying upon the exemption from registration provided by Regulation S under the Securities Act. The Investor is acquiring the Shares subject to the Warrant in an offshore transaction executed in reliance upon the exemption from registration provided by Regulation S under the Securities Act.

(f) **Investor Status.** The Investor is either (i) an “accredited investor” within the meaning of Rule 501 of Regulation D under the Securities Act or (ii) not a “U.S. person” within the meaning of Regulation S under the Securities Act.

(g) **Restrictions on Resales.** The Investor acknowledges that the Shares subject to the Warrant are “restricted securities” that have not been registered under the Securities Act or any applicable state securities Law. The Investor further acknowledges that, absent an effective registration under the Securities Act, the Shares subject to the Warrant may only be offered, sold or otherwise transferred (i) to the Company, (ii) outside the United States in accordance with Rule 904 of Regulation S under the Securities Act or (iii) pursuant to an exemption from registration under the Securities Act.

(h) **Brokers and Finders.** Neither the Investor nor any of its affiliates is a party to any agreement, arrangement or understanding with any person or entity that would give rise to any valid right, interest or claim against or upon the Company or the Investor for any brokerage commission, finder’s fee or other similar compensation, as a result of transactions contemplated under the Warrant.

(i) **Legal Counsel.** The Investor has had the opportunity to review the Warrant, the exhibits and schedules attached hereto and the transactions contemplated by the Warrant with its own legal counsel. The Investor is not relying on any statements or representations of the Company or its agents for legal advice with respect to this investment or the transactions contemplated by the Warrant.

(j) **Tax Advisors.** The Investor has reviewed with its own tax advisors the U.S. federal, state and local and non-U.S. tax consequences of this investment and the transactions contemplated by the Warrant. With respect to such matters, the Investor relies solely on any such advisors and not on any statements or representations of the Company or any of its agents, written or oral. The Investor understands that it (and not the Company) shall be responsible for its own tax liability that may arise as a result of this investment and the transactions contemplated by the Warrant.

[Signature page follows]

The Investor is signing this Investment Representation Statement on the date first written above.

INVESTOR

(Print name of the investor)

(Signature)

(Name and title of signatory, if applicable)

(Street address)

(City, state and ZIP)

LETTER OF GUARANTEE

IDG Alternative Global Limited
P.O. Box 957, Offshore Incorporations Centre
Road Town, Tortola
British Virgin Islands

June 11, 2019

Dear Sirs,

The undersigned understands that IDG Alternative Global Limited, an exempted company incorporated with limited liability under the laws of the British Virgin Islands (the "**Holder**") subscribed for an aggregate principal amount of US\$54,940,000 convertible note (the "**Convertible Note**"), dated November 4, 2015, issued by Fang Holdings Limited (formerly known as SouFun Holdings Limited), an exempted company with limited liability incorporated in the Cayman Islands (the "**Company**"). The Company proposes to distribute all of its ordinary shares held in China Index Holdings Limited, an exempted company with limited liability incorporated in the Cayman Islands (the "**Guarantor**"), a wholly owned subsidiary of the Company, to its shareholders and list Guarantor's ordinary shares as represented by American depository shares on the Nasdaq Stock Market (such transaction, the "**Separation and Distribution**"). In connection with the **Separation and Distribution**, the Guarantor proposes to (i) enter into this guarantee (the "**Guarantee**") to guarantee the payment obligations of the Company to the Holder under the Convertible Note, and (ii) issue a warrant (the "**Warrant**") dated hereof to the Holder in exchange of which, the Holder will waive certain adjustment rights under the Convertible Note set forth in the waiver letter (the "**Waiver Letter**") dated hereof.

In consideration of the foregoing, the Guarantor hereby guarantees to the Holder of the Convertible Note and its successors and permitted assigns the due and punctual payment of the principal of, and interest on the Convertible Note, subject to certain terms and conditions as provided herein below.

The obligations of the Guarantor will not be released, discharged or otherwise affected by: (i) the lack of genuineness, legality, validity, regularity or enforceability of this Guarantee, or any other agreement or document contemplated hereby or under the Convertible Note; (ii) any change in the name, authorized activities, capital stock, corporate existence, structure or ownership of the Company or the Guarantor, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Company or the Guarantor or their assets or any resulting release or discharge of any obligation of the Company contained in the Convertible Note; (iii) the existence of any claim, set off or other rights which the Guarantor may have at any time against the Company, whether in connection with the Convertible Note or any unrelated transactions; provided that nothing herein prevents the assertion of any such claim by separate suit or compulsory counterclaim; or (iv) any present or future law, regulation or order of any jurisdiction (whether of right or in fact) or of any agency thereof purporting to reduce, amend, restructure or otherwise affect any term of any document evidencing the Convertible Note or any obligations thereunder. The Guarantor also consents that, without notice to the Guarantor and without the necessity for any additional endorsement, consent or guarantee by the Guarantor, the obligations of the Company under the Convertible Note may, from time to time, be renewed, extended, increased, accelerated, modified, amended, compromised or otherwise, all without impairing or affecting in any way the obligation of the Guarantor hereunder.

This Guarantee will not be discharged with respect to the Convertible Note except by (i) payment in full of the principal of, and interest on, the Convertible Note, or (ii) conversion of the Convertible Note into the Company's Class A ordinary shares in whole, or (iii) a combination of (i) and (ii), or (iv) as otherwise contemplated in the Convertible Note. In case of the failure of the Company punctually to pay any such principal of, and interest on, the Convertible Note, the Guarantors hereby agree to cause any such payment to be made punctually when and as the same shall become due and payable, whether at the stated maturity, by acceleration, call for redemption or otherwise, and as if such payment were made by the Company, upon demand therefor by the Holder; provided that such demand will only be presented to the Guarantor when and only if (i) the Holder will not have converted the principal amount under the Convertible Note into the Company's Class A ordinary shares in whole at or prior to maturity (or any other date by reason of acceleration, extension or otherwise), and (ii) an Event of Default (as defined in the Convertible Note) to the extent such an event has resulted in the Company's failure in the payment of the principal of, or interest accrued on, the Convertible Note, which has not been waived, has occurred and is continuing. **To the extent a demand hereunder may be made, this Guarantee may be enforced without first having recourse to the Company or any other person.**

Notwithstanding the foregoing or any applicable law, statute and regulation with respect to the imputation of payments, all sum of funds received from the Guarantor pursuant to the terms of this Guarantee will be applied in reduction of the Company's obligations as provided in the Convertible Note. If at any time any payment of any guaranteed liability is rescinded or must be otherwise restored or returned upon the insolvency, bankruptcy or reorganization of the Guarantor or otherwise, the Guarantor's obligations hereunder with respect to such payment shall be reinstated as though such payment had been due but not made at such time. If acceleration of the time for payment of any liability under the Convertible Note is stayed upon the insolvency, bankruptcy or reorganization of the Company, all such guaranteed liability otherwise subject to acceleration under the terms of the Convertible Note shall nonetheless be payable by the Guarantor hereunder forthwith on demand by the Holder.

The Guarantor represents and warrants to the Holder that: (i) it is duly formed under the laws of the jurisdiction of its formation, has full power and capacity to issue this Guarantee, to execute and deliver this Guarantee and to undertake and perform the obligations assumed by it herein; (ii) the giving of this Guarantee, the execution and delivery of this Guarantee and the undertaking and performance by it of the obligations assumed by it herein will not conflict with, or result in a breach of or default under, any of the terms or provisions of its constituting documents or the laws of the jurisdiction of its formation, or any agreement or instrument to which it is a party or by which it is bound or in respect of indebtedness in relation to which it is a surety; (iii) upon due execution and delivery on its behalf, this Guarantee will constitute its legal, valid, binding and enforceable obligation; and (iv) all authorizations, consents and approvals required by it for or in connection with the giving of this Guarantee, the execution and delivery of this Guarantee and the performance by it of the obligations undertaken by it herein have been obtained and are in full force and effect.

In the event that a Guarantor Fundamental Change occurs at any time, it shall inform the Holder as early as practicable and in any event no later than five (5) business days before the Guarantor enters into any resolution approving such transaction or enters into any binding agreement to enter into such transaction, whichever is earlier (the "Guarantor Notice"). Upon the receipt of the Guarantor Notice or a breach of the Guarantor's obligations to deliver such Guarantor Notice, the Holder shall have the right, at its option, by delivery a notice to Fang Holdings Limited and the Guarantor (the "Put Notice"), to require the Guarantor to use its best efforts to cause Fang Holdings Limited to purchase the Convertible Note in cash at a purchase price (the "Purchase Price") equal to 100% of the principal of, and accrued interest on the Convertible Note as of the date of the Put Notice within ten (10) business days upon the receipt of the Put Notice. In case that Fang Holdings Limited fails to timely pay Purchase Price to the Holder in full within the ten (10) business days upon the receipt of the Put Notice, the Guarantor shall make payment of the outstanding portion of the Purchase Price to the Holder on a date no later than thirty (30) business days after the date of the Put Notice. The Holder shall surrender the Convertible Note to the Guarantor as soon as it receives the Purchase Price in full and Fang Holdings Limited's obligations under the Convertible Note will be deemed satisfied contemporarily.

"Guarantor Fundamental Change" shall be deemed to have occurred at the time after the date of this Guarantee if any of the following occurs:

(a) a "person" or "group" within the meaning of Section 13(d) of the Exchange Act, other than the Guarantor, its Subsidiaries, the employee benefit plans of the Guarantor and its Subsidiaries and any of the Permitted Holders has become the direct or indirect "beneficial owner," as defined in Rule 13d-3 under the Exchange Act, of the Guarantor's Common Equity (including Common Equity held in the form of ADSs) representing more than 50% of the voting power of the Guarantor's Common Equity;

(b) the consummation of (A) any recapitalization, reclassification or change of the Guarantor's Common Equity (other than changes resulting from a subdivision or combination) as a result of which the Guarantor's Common Equity would be converted into, or exchanged for, stock, other securities, other property or assets; (B) any share exchange, consolidation or merger of the Guarantor, or any similar transaction, pursuant to which the Guarantor's Common Equity will be converted into cash, securities or other property; or (C) any sale, lease or other transfer in one transaction or a series of transactions of all or substantially all of the consolidated assets of the Guarantor and its Subsidiaries (including its variable interest entities), taken as a whole, to any Person other than one of the Guarantor's wholly-owned Subsidiaries; provided, however, that a transaction described in clause (B) in which the holders of all classes of the Guarantor's Common Equity immediately prior to such transaction own, directly or indirectly, more than 50% of all classes of Common Equity of the continuing or surviving corporation or transferee or the parent thereof immediately after such transaction in substantially the same proportions vis-a-vis each other as such ownership immediately prior to such transaction shall not be a Guarantor Fundamental Change pursuant to this clause (b);

(c) the shareholders of the Guarantor approve any plan or proposal for the liquidation or dissolution of the Guarantor; or

(d) the Guarantor's Common Equity (any common equity or ADSs in respect of common equity underlying the Warrant) cease to be listed or quoted on any of The New York Stock Exchange, The NASDAQ Global Select Market or The NASDAQ Global Market (or any of their respective successors);

provided, however, that (i) a transaction or transactions described in clause (a) or (b) above shall not constitute a Guarantor Fundamental Change if at least 90% of the consideration received or to be received by holders of the ADSs, excluding cash payments for any fractional ADS and cash payments made in connection with dissenters' appraisal rights, in connection with such transaction or transactions consists of shares of Common Equity or ADSs or depositary receipts in respect of Common Equity that are listed or quoted on any of The New York Stock Exchange, The NASDAQ Global Select Market or The NASDAQ Global Market (or any of their respective successors) or will be so listed or quoted when issued or exchanged in connection with such transaction or transactions and as a result of such transaction or transactions the Warrant become convertible into such consideration, excluding cash payments for any fractional ADS and cash payments made in connection with dissenters' appraisal rights, and (ii) any transaction conducted in the ordinary course of business of the Guarantor and/or its Subsidiaries, or any inter-group transfer between the Guarantor and its wholly-owned Subsidiaries shall not constitute a Guarantor Fundamental Change.

For purposes of this "Guarantor Fundamental Change" definition, each capitalized term shall have its ascribed meaning in the Convertible Note unless otherwise defined herein.

All payments by or on behalf of the Guarantor under this Guarantee shall be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or within any jurisdiction in which the Guarantor or any successor to the Guarantor is, for tax purposes, organized or resident or doing business or through which payment is made or deemed made (or any political subdivision or taxing authority thereof or therein), unless such withholding or deduction is required by law or by regulation or governmental policy having the force of law.

All rights under this Guarantee shall terminate when (i) all amounts at any time owing on the Convertible Note have been paid in full by the Company, the Guarantor or otherwise, or (ii) the Convertible Note is converted in whole in accordance with Article 3 of the Convertible Note, or (iii) a combination of (i) and (ii).

This Guarantee shall be binding upon and inure to the benefit of the Holder and the Guarantor and their respective successors and assigns; *provided* that none of the Guarantor or the Holder may sell, assign or delegate rights and obligations hereunder without the prior written consent of the other. Notwithstanding the forgoing, in case that the Holder validly transfers the Convertible Note in accordance with the terms and conditions thereunder, the Holder may assign the rights and obligations hereunder accordingly without prior consent of the Guarantor.

This Guarantee, taken together with the Convertible Note, the Warrant and the Waiver Letter, constitute and contain the entire agreement between the Guarantor and the Holder, and supersede any and all prior agreements, negotiations, correspondence, understandings and communications among them, whether written or oral, respecting the subject matter hereof. If at any time any provision of this Guarantee is or becomes illegal, invalid or unenforceable in any respect under the law or any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Guarantee nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby. The amendment or waiver of any term of this Guarantee shall be subject to the written consent of the Holder and the Guarantor.

This Guarantee shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflict of law. Any dispute, controversy, difference or claim arising out of or relating to this Guarantee, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("**HKIAC**") under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Hong Kong law, and the seat of arbitration shall be Hong Kong. The number of arbitrators shall be three, and the arbitrators shall be appointed in accordance with the HKIAC rules. The arbitration proceedings shall be conducted in English. It shall not be incompatible with this arbitration agreement for any party to seek interim or conservatory relief from courts of competent jurisdiction before the constitution of the arbitral tribunal.

This Guarantee may be executed in any number of counterparts, each of which shall be an original, but all of which together shall be deemed to constitute one instrument.

[Signature pages follow]

Very truly yours,

China Index Holdings Limited

By: /s/ Vincent Tianquan Mo

Name: Vincent Tianquan Mo

Title: Director

Acknowledged and confirmed by:
IDG Alternative Global Limited

By: /s/ Ho Chi Sing

Name: Ho Chi Sing

Title: Authorized Signatory
