
**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
(Title of Class of Securities)

16954W101**
(CUSIP Number)

Jiangong Dai
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)

April 30, 2022
(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 Class A Ordinary Shares. 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. Jiangong Dai | |
| 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 246,667 Class A Ordinary Shares(See Item 5) |
| | 8. | Shared Voting Power 8,801,142 Class A Ordinary Shares(See Item 5) |
| | 9. | Sole Dispositive Power 246,667 Class A Ordinary Shares(See Item 5) |
| | 10. | Shared Dispositive Power 8,801,142 Class A Ordinary Shares (See Item 5) |
| 11. | Aggregate Amount Beneficially Owned by Each Reporting Person 9,047,809 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) 13.5% of the Class A 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 66,788,662 Class A Ordinary Shares of the Issuer outstanding as of March 31, 2022, as reported in the Issuer's Form 20-F filed with the Securities and Exchange Commission ("SEC") on April 26, 2022.

| | | |
|---|--|--|
| 1. | Names of Reporting Persons. TRUE KNIGHT 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) WC | |
| 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 8,801,142 Class A Ordinary Shares (See Item 5) |
| | 9. | Sole Dispositive Power 0 |
| | 10. | Shared Dispositive Power 8,801,142 Class A Ordinary Shares (See Item 5) |
| 11. | Aggregate Amount Beneficially Owned by Each Reporting Person 8,801,142 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) 13.2% 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 66,788,662 Class A Ordinary Shares of the Issuer outstanding as of March 31, 2022, as reported in the Issuer's Form 20-F filed with the Securities and Exchange Commission ("SEC") on April 26, 2022.

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”) 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 depository shares (the “ADSs”), evidenced by American Depositary Receipts, each representing one Class A Ordinary Share, are listed on the NASDAQ Global Selected Market under the symbol “CIH.”

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) Jiangong Dai, a PRC citizen and the executive chairman of the board of directors of the Issuer (“Mr. Dai”);

2) TRUE KNIGHT LIMITED (the “TRUE KNIGHT”), a company incorporated under the laws of the British Virgin Islands, with its registered office at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110; as of the date hereof, TRUE KNIGHT is wholly owned by Mr. Dai;

Each of the foregoing is referred to as a Reporting Person and collectively as the “Reporting Persons.” 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 April 30, 2022, TRUE KNIGHT separately entered into share transfer agreements with five entities controlled by IDG and one entity controlled by Carlyle.

TRUE KNIGHT obtained the funds to purchase the ADSs from its working capital. As the purchase was not made during a trading window as provided in the Issuer’s Insider Trading Policy, a waiver from the Compliance Officer of the Issuer was obtained for the purchase.

The details of the separate share transfer agreements entered with the IDG entities are as follows:

On April 30, 2022, TRUE KNIGHT entered into a share transfer agreement with Chuang Xi Capital Holdings Limited to purchase 459,123 ADSs of the Issuer, representing 459,123 Class A Ordinary Shares, at an aggregate purchase price of USD 436,166.85.

On April 30, 2022, TRUE KNIGHT entered into a share transfer agreement with Clever Sight Limited to purchase 3,273,609 ADSs of the Issuer, representing 3,273,609 Class A Ordinary Shares, at an aggregate purchase price of USD 3,109,928.55.

On April 30, 2022, TRUE KNIGHT entered into a share transfer agreement with IDG Alternative Global Limited to purchase 480,000 ADSs of the Issuer, representing 480,000 Class A Ordinary Shares, at an aggregate purchase price of USD 456,000.00.

On April 30, 2022, TRUE KNIGHT entered into a share transfer agreement with IDG-Accel China Capital Investors L.P. to purchase 93,869 ADSs of the Issuer, representing 93,869 Class A Ordinary Shares, at an aggregate purchase price of USD 89,175.55.

On April 30, 2022, TRUE KNIGHT entered into a share transfer agreement with IDG-Accel China Capital L.P. to purchase 2,033,003 ADSs of the Issuer, representing 2,033,003 Class A Ordinary Shares, at an aggregate purchase price of USD 1,931,352.85.

The details of the share transfer agreement entered with the Carlyle entity is as follows:

On April 30, 2022, TRUE KNIGHT entered into a share transfer agreement with SAFARI GROUP HOLDINGS LIMITED to purchase 2,461,538 Class A Ordinary Shares, at an aggregate purchase price of USD 2,338,461.

Item 4. Purpose of Transaction.

TRUE KNIGHT acquired the shares reported herein for investment purposes. The Reporting Persons intend to review their investment in the Issuer on a continuing basis. Depending on various factors including, without limitation, the Issuer's financial position and investment strategy, the price levels of the shares, conditions in the securities markets and general economic and industry conditions, the Reporting Persons may in the future take such actions with respect to their investment in the Issuer as they deem appropriate including, without limitation, engaging in communications with management and the Board of Directors of the Issuer, engaging in discussions with shareholders of the Issuer or other third parties about the Issuer and the Reporting Persons' investment, including potential business combinations, dispositions, mergers, reorganization or liquidation involving the Issuer or certain of its businesses, making recommendations or proposals to the Issuer concerning changes to the capitalization, ownership structure, board structure (including board composition), purchasing additional shares, selling some or all of their shares, or changing their intention with respect to any and all matters referred to in Item 4.

Item 5. Interest in Securities of the Issuer.

(a) As of the date hereof, Mr. Dai is deemed to beneficially own (i) 8,801,142 Class A Ordinary Shares held by TRUE KNIGHT LIMITED, a British Virgin Islands business company limited by shares, representing 13.2% of the issued and outstanding Class A Ordinary Shares, and (ii) 246,667 Class A Ordinary Shares evidenced by ADSs, representing 0.3% of the issued and outstanding Class A Ordinary Shares.

(b) See rows (7) through (10) of the cover pages to this Schedule 13D for the number of Class A Ordinary Shares as to which the Reporting Persons have the sole or shared power to vote or direct the vote and sole or shared power to dispose or to direct the disposition.

(c) Except as disclosed in this Schedule 13D, none of the Reporting Persons nor, to the best knowledge of the Reporting Persons, any of the other persons named in Item 2, has effected any transaction in the Class A Ordinary Shares during the past 60 days.

(d) To the knowledge of the Reporting Persons, no other person is known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the shares of Class A Ordinary Shares beneficially owned by the Reporting Persons.

(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 Item 2, 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 May 16, 2022 by the Reporting Persons](#)
- [Exhibit 99.2](#) [Share Transfer Agreement dated April 30, 2022 between TRUE KNIGHT and Chuang Xi Capital Holdings Limited](#)
- [Exhibit 99.3](#) [Share Transfer Agreement dated April 30, 2022 between TRUE KNIGHT and Clever Sight Limited](#)
- [Exhibit 99.4](#) [Share Transfer Agreement dated April 30, 2022 between TRUE KNIGHT and IDG Alternative Global Limited](#)
- [Exhibit 99.5](#) [Share Transfer Agreement dated April 30, 2022 between TRUE KNIGHT and IDG-Accel China Capital Investors L.P.](#)
- [Exhibit 99.6](#) [Share Transfer Agreement dated April 30, 2022 between TRUE KNIGHT and IDG-Accel China Capital L.P.](#)
- [Exhibit 99.7](#) [Share Transfer Agreement dated April 30, 2022 between TRUE KNIGHT and SAFARI GROUP HOLDINGS LIMITED](#)

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: May 16, 2022

Jiangong Dai

By: /s/ Jiangong Dai
Name: Jiangong Dai

TRUE KNIGHT LIMITED

By: /s/ Jiangong Dai
Name: Jiangong Dai
Title: Director

Schedule A

| Name | Present Principal Occupation or Employment and Business Address |
|-------------------------------|---|
| Jiangong Dai (PRC citizen) | Chairman of China Index Holdings Limited, Director of TRUE KNIGHT LIMITED, Tower A, No. 20 Guogongzhuang Middle Street, Fengtai District, Beijing 100070, PRC |

JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k) promulgated under the Securities Exchange Act of 1934, as amended, each of the undersigned hereby agrees to the joint filing with all other Reporting Persons (as such term is defined in the Schedule 13D referred to below) on behalf of each of them of a statement on Schedule 13D (including amendments thereto) with respect to the 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 company organized under the laws of the Cayman Islands.

It is understood and agreed that each of the parties hereto is responsible for the timely filing of such statement on Schedule 13D and any amendments thereto, and for the completeness and accuracy of the information concerning such party contained therein, but such party is not responsible for the completeness and accuracy of information concerning the other parties making the filing unless such party knows or has reason to believe that such information is inaccurate. It is understood and agreed that a copy of this agreement shall be attached as an exhibit to the statement on Schedule 13D, and any amendments thereto, filed on behalf of the parties hereto.

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

IN WITNESS WHEREOF, the undersigned hereby execute this Agreement as of May 16, 2022.

Jiangong Dai

By: /s/ Jiangong Dai
Name: Jiangong Dai

TRUE KNIGHT LIMITED

By: /s/ Jiangong Dai
Name: Jiangong Dai
Title: Director

SHARE TRANSFER AGREEMENT

This Share Transfer Agreement (this “**Agreement**”), dated as of April 30, 2022 is entered into by and among Chuang Xi Capital Holdings Limited (the “**Transferor**”), a company incorporated under the laws of the British Virgin Islands, and TRUE KNIGHT LIMITED (the “**Transferee**”), a company incorporated in the British Virgin Islands whose registered office is at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (together with the Transferor, the “**Parties**” and each a “**Party**”).

RECITALS

WHEREAS, the Transferor holds 459,123 American Depository Shares (the “**ADS**”) of China Index Holdings Limited which represents 459,123 class A ordinary share (the “**Shares**”) of China Index Holdings Limited (the “**Company**”).

WHEREAS, the Transferor intends to sell to the Transferee, and the Transferee intends to purchase from the Transferor, the Shares on such terms and conditions set forth in this Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires:

“**Anti-Money Laundering Law**” means laws, regulations, rules or guidelines relating to money laundering, including, without limitation, financial recordkeeping and reporting requirements, which apply to the business and dealings of the Transferee or its shareholders; such as, without limitation, the U.S. Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56, the U.S. Currency and Foreign Transaction Reporting Act of 1970, as amended, the U.S. Money Laundering Control Act of 1986, as amended, the UK Proceeds of Crime Act 2002, the UK Terrorism Act 2000, as amended, and all money laundering-related laws of other jurisdictions where the Transferee or its shareholders conduct business or own assets;

“**Business Day**” means a day (other than a Saturday, Sunday or any day which is a public holiday) on which banks are open for general banking purposes in New York and the Cayman Islands;

“**Completion**” means the sale and purchase of the Shares in accordance with clause 4;

“**Encumbrance**” means any interest or equity of any person (including any right to acquire, option or right of pre-emption), any mortgage, charge, pledge, lien, assignment, hypothecation, security interest (including any created by law), title retention or other security agreement or arrangement;

“**Group**” means the Company and each of its subsidiaries, and “**Group Company**” means any member of the Group;

“**Records**” means all books, records and documents (including financial, business or trading information, books, data, information or documents (including in electronic format)) used or maintained by any Group Company or the Transferee in relation to its business;

“**Representatives**” means, in relation to a Party, its affiliates and their respective directors, officers, employees, agents, consultants and advisers;

“**Transaction**” means the transactions contemplated by this Agreement;

“**Transferor’s Bank Account**” means the bank account at Square 1 Bank, with ABA/Routing number of 053112615, beneficiary 4056697, Chuang XI Capital Holdings Limited, Unit 5505 55/F, The Center, 99 Queen’s Rd, Hong Kong, China, and beneficiary bank SQARUS33, Square 1 Bank, 406 Blackwell Street, Suite 240, Durham, NC 27701; and

“**Working Hours**” means 9:30 am to 5:30 pm on a Business Day.

1.2 In this Agreement, unless the context otherwise requires:

- (a) references to a “person” includes any individual, partnership, body corporate, corporation sole or aggregate, state or agency of a state, and any unincorporated association or organisation, in each case whether or not having separate legal personality;
- (b) every reference to a particular law shall be construed also as a reference to all other laws made under the law referred to and to all such laws as amended, re-enacted, consolidated or replaced or as their application or interpretation is affected by other laws from time to time and whether before or after Completion provided that, as between the Parties, no such amendment or modification shall apply for the purposes of this Agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any Party;
- (c) references to “US\$” are references to the lawful currency from time to time of the United States of America; and
- (d) references to times of the day are to Hong Kong time unless otherwise stated.

1.3 The heading contained within in this Agreement are included for convenience only, and shall not affect the construction of this Agreement.

2. SALE AND PURCHASE OF SHARES

2.1 Upon execution of this Agreement, the Transferor shall initiate the process of converting the ADS into the Shares (the “**Ordinary Share Conversion**”). The Transferee shall cause the Company to use reasonable efforts to ensure the completion of the Ordinary Share Conversion.

2.2 The Transferor hereby sells to the Transferee, and the Transferee purchases from the Transferor, the Shares, free from all Encumbrances in consideration of the Transfer Price set out in clause 3 with effect from Completion.

2.3 The Shares shall be sold and purchased with all rights and obligations attached according to the constitutional documents of the Company as at Completion.

3. TRANSFER PRICE

It is agreed that the Shares shall be purchased and sold at an aggregate purchase price of USD 436,166.85 (the “**Transfer Price**”). In addition, the Transferee will reimburse the Transferor USD 22,956.15 ADS cancellation fee (the “**Reimbursement**”).

4. COMPLETION

4.1 Completion shall take place within five (5) Business Days after the Ordinary Share Conversion.

4.2 At Completion:

- (a) the Transferor shall deliver to the Transferee or procure the delivery to the Transferee of:
 - (i) an instrument of transfer of all of the Shares into the name of the Transferee, duly executed by the Transferor; and
- (b) the Transferee shall:
 - (i) pay or cause to be paid the Transfer Price along with the Reimbursement to the Transferor's Bank Account by way of electronic transfer in immediately available funds; and
 - (ii) deliver to the Transferor or procure the delivery to the Transferor of (A) a copy of an instruction letter to the Company's fund service agent duly executed by the Company to effect the transfer of the Shares and registration, in the register of members, of the Transferee as the holder of the Shares and issuance of share certificates in the name of the Transferee; and (B) a copy of a board resolution of the Transferee approving the Transaction and the execution by the Transferee of this Agreement;

4.3 Without prejudice to any other rights and remedies each Party may have, the Parties shall not be obliged to complete the sale and purchase of any of the Shares unless the sale and purchase of all of the Shares is completed simultaneously.

4.4 The costs and expenses of registering the sale and purchase of the Shares (if any) shall be borne by the Transferee. In the event that the Transferee fails to close within five (5) Business Days after the Ordinary Share Conversion, the Transferor shall have an option to deposit the Shares with the depository bank of the Company in exchange for the American depository shares. The Transferee shall cause the Company to facilitate directing the depository bank, share registrar and transfer agent to take all necessary actions for such conversion and bear any relevant fees and expenses incurred by the Transferor. For the avoidance of doubt, the Reimbursement shall be borne by the Transferee as long as the Ordinary Share Conversion is completed, regardless whether the Completion has occurred.

5. WARRANTIES AND UNDERTAKINGS

5.1 Each Party warrants to the other Party as at the date of this Agreement and as at Completion that:

- (a) it is validly incorporated, in existence and duly registered under the laws of its place of incorporation and has full power to conduct its business as conducted at the date of this Agreement;
- (b) it has taken all necessary action and has all requisite power and authority to enter into and perform this Agreement in accordance with its terms;
- (c) this Agreement constitutes (or shall constitute when executed) valid, legal and binding obligations on it in accordance with its terms;

- (d) the performance of and compliance with the terms and provisions of this Agreement will not conflict with or result in a breach of, or constitute a default under, any agreement or instrument by which it is bound, or any law, order or judgment that applies to or binds the Transferee or any of its property;
- (e) no consent, action, approval or authorisation of, and no registration, declaration, notification or filing with or to, any competent governmental, administrative or supervisory authority is required to be obtained, or made, by it to authorise the execution or performance of this Agreement by it.

5.2 The Transferor warrants to the Transferee as at the date of this Agreement and as at Completion that it is the sole legal and beneficial owner of the Shares and is entitled to transfer the full ownership of the Shares on the terms set out in this Agreement, and the Shares are fully paid up and free from all Encumbrances.

5.3 The Transferee warrants to the Transferor as at the date of this Agreement and as at Completion that:

- (a) it is wholly-owned by Jiangong Dai (“RD”);
- (b) neither it nor RD (i) have violated any Anti-Money Laundering Law; or (ii) is the subject of current, pending, or threatened investigation, inquiry or enforcement proceedings for violations of Anti-Money Laundering Law, or received any notice, request or citation for any actual or potential non-compliance with Anti-Money Laundering Law; and
- (c) the funds used by it to pay the Transfer Price are legally acquired by it, are not the assets of the Company, China Index Holdings Limited or any person other than it or RD, and shall not violate any applicable law (including any Anti-Money Laundering Law), or any judgment or order of any court or regulatory authority.

5.4 The Transferee shall and shall procure that each Group Company shall:

- (a) maintain all Records existing as of the date of Completion for a period of seven years starting on the date of Completion; and
- (b) subject to applicable laws and regulations, make available to the Transferor (at the Transferor’s cost) copies of any Records relating to the period up to and including the date of Completion as reasonably required by the Transferor or any of its Representatives to:
 - (i) comply with any applicable law;
 - (ii) prepare and submit filings, accounts or other reports to a governmental or regulatory authority;
 - (iii) perform its obligations pursuant to this Agreement; or
 - (iv) to defend any civil, criminal, arbitration, administrative or other proceeding.

6. CONFIDENTIALITY

6.1 Subject to clause 6.3, each Party:

- (a) shall treat as strictly confidential:
 - (i) the provisions of this Agreement and the process of its negotiation;
 - (ii) in the case of the Transferor, any information received or held by it or any of its Representatives which relates to the Transferee or, following Completion, any of the Group Companies; and
 - (iii) in the case of the Transferee, any information received or held by the Transferee or any of its Representatives which relates to the Transferor or, prior to Completion, any of the Group Companies,(together “**Confidential Information**”); and
- (b) shall not, except with the prior written consent of the other Party (which shall not be unreasonably withheld or delayed), make use of (save for the purposes of performing its obligations under this Agreement) or disclose to any person (other than its Representatives in accordance with clause 6.2) any Confidential Information.

6.2 Each Party undertakes that it shall only disclose Confidential Information to Representatives where it is reasonably required for the purposes of performing its obligations under this Agreement and only where such recipients are informed of the confidential nature of the Confidential Information and the provisions of this clause 6 and instructed to comply with this clause 6 as if they were a party to it.

6.3 Clause 6.1 shall not apply if and to the extent that the Party using or disclosing Confidential Information or making such announcement can demonstrate that:

- (a) such disclosure or announcement is required by law or by any stock exchange or any supervisory, regulatory, governmental or anti-trust body (including, for the avoidance of doubt, any tax authority) having applicable jurisdiction; or
- (b) the Confidential Information concerned has come into the public domain other than through its fault (or that of its Representatives) or the fault of any person to whom such Confidential Information has been disclosed in accordance with this clause 6.3.

6.4 The provisions of this clause 6 shall survive Completion.

7. INVALIDITY

In the event that any clause (or any part of any clause) shall be deemed to be illegal or invalid by a competent court or other legal authority then this shall have the effect of invalidating and striking out only that clause (or any part of any clause) only and, if possible, such clause shall be replaced with a lawful provision which, as closely as possible, gives effect to the intention of the Parties under this Agreement, and shall not invalidate, or affect the legality or enforceability of, any other clause in this Agreement.

8. ENTIRE AGREEMENT

This Agreement sets out the entire agreement between the Parties relating to the sale and purchase of the Shares and, save to the extent expressly set out in this Agreement, supersede and extinguish any prior drafts, agreements, undertakings, representations, warranties, promises, assurances and arrangements of any nature whatsoever, whether or not in writing, relating thereto. This clause shall not exclude any liability for or remedy in respect of fraudulent misrepresentation.

9. AMENDMENT AND WAIVER

- 9.1 No variation or amendment of this Agreement shall be valid unless it is in writing and duly executed by or on behalf of all of the parties to this Agreement.
- 9.2 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law, whether by conduct or otherwise, shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law, whether by conduct or otherwise, shall preclude or restrict the further exercise of that or any other right or remedy. A waiver of any right or remedy under this Agreement shall only be effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

10. ASSIGNMENT

No person shall assign, transfer, charge or otherwise deal with all or any of its rights under this Agreement nor grant, declare, create or dispose of any right or interest in it.

11. NOTICES

- 11.1 Notices served pursuant to any term of this Agreement must be served in writing in English, addressed as provided in clause 11.2 and served (a) by hand or by courier to the relevant address, in which case it shall be deemed to have been given upon delivery to that address provided that any notice delivered outside Working Hours shall be deemed given at the start of the next period of Working Hours; or (b) by email to the relevant email address, in which case it shall, subject to no automated notification of delivery failure being received by the sender, be deemed to have been given when despatched provided that any email despatched outside Working Hours shall be deemed given at the start of the next period of Working Hours.

- 11.2 Notices under this Agreement shall be sent for the attention of the person and to the addresses of each Party as set forth below:

If to the Transferor:

Address: Floor 6, Tower A, COFCO Plaza, 8 Jianguomennei Dajie, Beijing, 100005, The People's Republic of China

Attn: Yu Cui

Email: yu_cui@idgcapital.com

Tel: + 86-21-8033 6586

If to the Transferee:

Address: Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands

Attn: Jiangong Dai

Email: richarddai@fang.com

Tel: +86 10 5631 8889

- 11.3 Any party may change or supplement the addresses given above by giving the other Party written notice of the new address in the manner set forth above.

12. COUNTERPARTS

This Agreement may be executed in any number of counterparts by way of electronic transmission in the form of an e-mail attachment (in portable data format (PDF)), and if so, shall be considered an original. Each counterpart shall constitute an original of this Agreement but all the counterparts together shall constitute but one and the same instrument.

13. GOVERNING LAW, DISPUTES AND ARBITRATION

- 13.1 This Agreement and any non-contractual rights or obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with the laws of Hong Kong.
- 13.2 Any dispute arising from or in connection with this Agreement (including any question regarding the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to this Agreement) shall be referred to and finally settled by arbitration at the Hong Kong International Arbitration Centre (the “**HKIAC**”) for arbitration in Hong Kong. The arbitration shall be conducted in accordance with the HKIAC Administered Arbitration Rules (“**Rules**”) in force when the Notice of Arbitration is submitted in accordance with such Rules, which Rules are deemed to be incorporated by reference into this clause and as may be amended by the rest of this clause. The arbitration tribunal shall consist of three arbitrators to be appointed in accordance with the Rules. The seat of arbitration shall be Hong Kong. The language of the arbitration proceedings shall be English. Any award of the arbitration tribunal shall be made in writing and shall be final and binding upon the Parties from the day it is made, and the prevailing party may apply to a court of competent jurisdiction for enforcement of such award. The governing law of this arbitration clause shall be Hong Kong law.

14. SPECIFIC PERFORMANCE

- 14.1 The Parties hereto acknowledge and agree that irreparable harm may occur for which money damages would not be an adequate remedy in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to injunctive relief to prevent breaches of this Agreement and to specifically enforce the terms and provisions of this Agreement.

[The remainder of this page has been left intentionally blank]

IN WITNESS WHEREOF,

each of the Parties has executed this Share Transfer Agreement:

For and on behalf of

/s/ Jiangong Dai

TRUE KNIGHT LIMITED

By: Jiangong Dai, Director

Signature Page to Share Transfer Agreement

IN WITNESS WHEREOF,

each of the Parties has executed this Share Transfer Agreement:

For and on behalf of

/s/ Chi Sing Ho

CHUANG XI CAPITAL HOLDINGS LIMITED

By: Chi Sing Ho

Signature Page to Share Transfer Agreement

SHARE TRANSFER AGREEMENT

This Share Transfer Agreement (this “**Agreement**”), dated as of April 30, 2022 is entered into by and among Clever Sight Limited (the “**Transferor**”), a company incorporated under the laws of the British Virgin Islands, and TRUE KNIGHT LIMITED (the “**Transferee**”), a company incorporated in the British Virgin Islands whose registered office is at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (together with the Transferor, the “**Parties**” and each a “**Party**”).

RECITALS

WHEREAS, the Transferor holds 3,273,609 American Depository Shares (the “**ADS**”) of China Index Holdings Limited which represents 3,273,609 class A ordinary share (the “**Shares**”) of China Index Holdings Limited (the “**Company**”).

WHEREAS, the Transferor intends to sell to the Transferee, and the Transferee intends to purchase from the Transferor, the Shares on such terms and conditions set forth in this Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires:

“**Anti-Money Laundering Law**” means laws, regulations, rules or guidelines relating to money laundering, including, without limitation, financial recordkeeping and reporting requirements, which apply to the business and dealings of the Transferee or its shareholders; such as, without limitation, the U.S. Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56, the U.S. Currency and Foreign Transaction Reporting Act of 1970, as amended, the U.S. Money Laundering Control Act of 1986, as amended, the UK Proceeds of Crime Act 2002, the UK Terrorism Act 2000, as amended, and all money laundering-related laws of other jurisdictions where the Transferee or its shareholders conduct business or own assets;

“**Business Day**” means a day (other than a Saturday, Sunday or any day which is a public holiday) on which banks are open for general banking purposes in New York and the Cayman Islands;

“**Completion**” means the sale and purchase of the Shares in accordance with clause 4;

“**Encumbrance**” means any interest or equity of any person (including any right to acquire, option or right of pre-emption), any mortgage, charge, pledge, lien, assignment, hypothecation, security interest (including any created by law), title retention or other security agreement or arrangement;

“**Group**” means the Company and each of its subsidiaries, and “**Group Company**” means any member of the Group;

“**Records**” means all books, records and documents (including financial, business or trading information, books, data, information or documents (including in electronic format)) used or maintained by any Group Company or the Transferee in relation to its business;

“**Representatives**” means, in relation to a Party, its affiliates and their respective directors, officers, employees, agents, consultants and advisers;

“**Transaction**” means the transactions contemplated by this Agreement;

“**Transferor’s Bank Account**” means the bank account at Silicon Valley Bank, 3003 Tasman Drive, Santa Clara, CA 95054, USA, with routing & transit number of 121140399, SWIFT Code of SVBKUS6S, account name Clever Sight Limited, and credit account of 3302524378; and

“**Working Hours**” means 9:30 am to 5:30 pm on a Business Day.

1.2 In this Agreement, unless the context otherwise requires:

- (a) references to a “person” includes any individual, partnership, body corporate, corporation sole or aggregate, state or agency of a state, and any unincorporated association or organisation, in each case whether or not having separate legal personality;
- (b) every reference to a particular law shall be construed also as a reference to all other laws made under the law referred to and to all such laws as amended, re-enacted, consolidated or replaced or as their application or interpretation is affected by other laws from time to time and whether before or after Completion provided that, as between the Parties, no such amendment or modification shall apply for the purposes of this Agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any Party;
- (c) references to “US\$” are references to the lawful currency from time to time of the United States of America; and
- (d) references to times of the day are to Hong Kong time unless otherwise stated.

1.3 The heading contained within in this Agreement are included for convenience only, and shall not affect the construction of this Agreement.

2. SALE AND PURCHASE OF SHARES

2.1 Upon execution of this Agreement, the Transferor shall initiate the process of converting the ADS into the Shares (the “**Ordinary Share Conversion**”). The Transferee shall cause the Company to use reasonable efforts to ensure the completion of the Ordinary Share Conversion.

2.2 The Transferor hereby sells to the Transferee, and the Transferee purchases from the Transferor, the Shares, free from all Encumbrances in consideration of the Transfer Price set out in clause 3 with effect from Completion.

2.3 The Shares shall be sold and purchased with all rights and obligations attached according to the constitutional documents of the Company as at Completion.

3. TRANSFER PRICE

It is agreed that the Shares shall be purchased and sold at an aggregate purchase price of USD 3,109,928.55 (the “**Transfer Price**”). In addition, the Transferee will reimburse the Transferor USD 163,680.45 ADS cancellation fee (the “**Reimbursement**”).

4. COMPLETION

4.1 Completion shall take place within five (5) Business Days after the Ordinary Share Conversion.

4.2 At Completion:

- (a) the Transferor shall deliver to the Transferee or procure the delivery to the Transferee of:
 - (i) an instrument of transfer of all of the Shares into the name of the Transferee, duly executed by the Transferor; and
- (b) the Transferee shall:
 - (i) pay or cause to be paid the Transfer Price along with the Reimbursement to the Transferor's Bank Account by way of electronic transfer in immediately available funds; and
 - (ii) deliver to the Transferor or procure the delivery to the Transferor of (A) a copy of an instruction letter to the Company's fund service agent duly executed by the Company to effect the transfer of the Shares and registration, in the register of members, of the Transferee as the holder of the Shares and issuance of share certificates in the name of the Transferee; and (B) a copy of a board resolution of the Transferee approving the Transaction and the execution by the Transferee of this Agreement;

4.3 Without prejudice to any other rights and remedies each Party may have, the Parties shall not be obliged to complete the sale and purchase of any of the Shares unless the sale and purchase of all of the Shares is completed simultaneously.

4.4 The costs and expenses of registering the sale and purchase of the Shares (if any) shall be borne by the Transferee. In the event that the Transferee fails to close within five (5) Business Days after the Ordinary Share Conversion, the Transferor shall have an option to deposit the Shares with the depository bank of the Company in exchange for the American depository shares. The Transferee shall cause the Company to facilitate directing the depository bank, share registrar and transfer agent to take all necessary actions for such conversion and bear any relevant fees and expenses incurred by the Transferor. For the avoidance of doubt, the Reimbursement shall be borne by the Transferee as long as the Ordinary Share Conversion is completed, regardless whether the Completion has occurred.

5. WARRANTIES AND UNDERTAKINGS

5.1 Each Party warrants to the other Party as at the date of this Agreement and as at Completion that:

- (a) it is validly incorporated, in existence and duly registered under the laws of its place of incorporation and has full power to conduct its business as conducted at the date of this Agreement;
- (b) it has taken all necessary action and has all requisite power and authority to enter into and perform this Agreement in accordance with its terms;
- (c) this Agreement constitutes (or shall constitute when executed) valid, legal and binding obligations on it in accordance with its terms;

- (d) the performance of and compliance with the terms and provisions of this Agreement will not conflict with or result in a breach of, or constitute a default under, any agreement or instrument by which it is bound, or any law, order or judgment that applies to or binds the Transferee or any of its property;
- (e) no consent, action, approval or authorisation of, and no registration, declaration, notification or filing with or to, any competent governmental, administrative or supervisory authority is required to be obtained, or made, by it to authorise the execution or performance of this Agreement by it.

5.2 The Transferor warrants to the Transferee as at the date of this Agreement and as at Completion that it is the sole legal and beneficial owner of the Shares and is entitled to transfer the full ownership of the Shares on the terms set out in this Agreement, and the Shares are fully paid up and free from all Encumbrances.

5.3 The Transferee warrants to the Transferor as at the date of this Agreement and as at Completion that:

- (a) it is wholly-owned by Jiangong Dai (“RD”);
- (b) neither it nor RD (i) have violated any Anti-Money Laundering Law; or (ii) is the subject of current, pending, or threatened investigation, inquiry or enforcement proceedings for violations of Anti-Money Laundering Law, or received any notice, request or citation for any actual or potential non-compliance with Anti-Money Laundering Law; and
- (c) the funds used by it to pay the Transfer Price are legally acquired by it, are not the assets of the Company, China Index Holdings Limited or any person other than it or RD, and shall not violate any applicable law (including any Anti-Money Laundering Law), or any judgment or order of any court or regulatory authority.

5.4 The Transferee shall and shall procure that each Group Company shall:

- (a) maintain all Records existing as of the date of Completion for a period of seven years starting on the date of Completion; and
- (b) subject to applicable laws and regulations, make available to the Transferor (at the Transferor’s cost) copies of any Records relating to the period up to and including the date of Completion as reasonably required by the Transferor or any of its Representatives to:
 - (i) comply with any applicable law;
 - (ii) prepare and submit filings, accounts or other reports to a governmental or regulatory authority;
 - (iii) perform its obligations pursuant to this Agreement; or
 - (iv) to defend any civil, criminal, arbitration, administrative or other proceeding.

6. CONFIDENTIALITY

6.1 Subject to clause 6.3, each Party:

- (a) shall treat as strictly confidential:
 - (i) the provisions of this Agreement and the process of its negotiation;
 - (ii) in the case of the Transferor, any information received or held by it or any of its Representatives which relates to the Transferee or, following Completion, any of the Group Companies; and
 - (iii) in the case of the Transferee, any information received or held by the Transferee or any of its Representatives which relates to the Transferor or, prior to Completion, any of the Group Companies,(together “**Confidential Information**”); and
- (b) shall not, except with the prior written consent of the other Party (which shall not be unreasonably withheld or delayed), make use of (save for the purposes of performing its obligations under this Agreement) or disclose to any person (other than its Representatives in accordance with clause 6.2) any Confidential Information.

6.2 Each Party undertakes that it shall only disclose Confidential Information to Representatives where it is reasonably required for the purposes of performing its obligations under this Agreement and only where such recipients are informed of the confidential nature of the Confidential Information and the provisions of this clause 6 and instructed to comply with this clause 6 as if they were a party to it.

6.3 Clause 6.1 shall not apply if and to the extent that the Party using or disclosing Confidential Information or making such announcement can demonstrate that:

- (a) such disclosure or announcement is required by law or by any stock exchange or any supervisory, regulatory, governmental or anti-trust body (including, for the avoidance of doubt, any tax authority) having applicable jurisdiction; or
- (b) the Confidential Information concerned has come into the public domain other than through its fault (or that of its Representatives) or the fault of any person to whom such Confidential Information has been disclosed in accordance with this clause 6.3.

6.4 The provisions of this clause 6 shall survive Completion.

7. INVALIDITY

In the event that any clause (or any part of any clause) shall be deemed to be illegal or invalid by a competent court or other legal authority then this shall have the effect of invalidating and striking out only that clause (or any part of any clause) only and, if possible, such clause shall be replaced with a lawful provision which, as closely as possible, gives effect to the intention of the Parties under this Agreement, and shall not invalidate, or affect the legality or enforceability of, any other clause in this Agreement.

8. ENTIRE AGREEMENT

This Agreement sets out the entire agreement between the Parties relating to the sale and purchase of the Shares and, save to the extent expressly set out in this Agreement, supersede and extinguish any prior drafts, agreements, undertakings, representations, warranties, promises, assurances and arrangements of any nature whatsoever, whether or not in writing, relating thereto. This clause shall not exclude any liability for or remedy in respect of fraudulent misrepresentation.

9. AMENDMENT AND WAIVER

- 9.1 No variation or amendment of this Agreement shall be valid unless it is in writing and duly executed by or on behalf of all of the parties to this Agreement.
- 9.2 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law, whether by conduct or otherwise, shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law, whether by conduct or otherwise, shall preclude or restrict the further exercise of that or any other right or remedy. A waiver of any right or remedy under this Agreement shall only be effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

10. ASSIGNMENT

No person shall assign, transfer, charge or otherwise deal with all or any of its rights under this Agreement nor grant, declare, create or dispose of any right or interest in it.

11. NOTICES

- 11.1 Notices served pursuant to any term of this Agreement must be served in writing in English, addressed as provided in clause 11.2 and served (a) by hand or by courier to the relevant address, in which case it shall be deemed to have been given upon delivery to that address provided that any notice delivered outside Working Hours shall be deemed given at the start of the next period of Working Hours; or (b) by email to the relevant email address, in which case it shall, subject to no automated notification of delivery failure being received by the sender, be deemed to have been given when despatched provided that any email despatched outside Working Hours shall be deemed given at the start of the next period of Working Hours.

- 11.2 Notices under this Agreement shall be sent for the attention of the person and to the addresses of each Party as set forth below:

If to the Transferor:

Address: Floor 6, Tower A, COFCO Plaza, 8 Jianguomennei Dajie, Beijing, 100005, The People's Republic of China

Attn: Yu Cui

Email: yu_cui@idgcapital.com

Tel: + 86-21-8033 6586

If to the Transferee:

Address: Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands

Attn: Jiangong Dai

Email: richarddai@fang.com

Tel: +86 10 5631 8889

- 11.3 Any party may change or supplement the addresses given above by giving the other Party written notice of the new address in the manner set forth above.

12. COUNTERPARTS

This Agreement may be executed in any number of counterparts by way of electronic transmission in the form of an e-mail attachment (in portable data format (PDF)), and if so, shall be considered an original. Each counterpart shall constitute an original of this Agreement but all the counterparts together shall constitute but one and the same instrument.

13. GOVERNING LAW, DISPUTES AND ARBITRATION

- 13.1 This Agreement and any non-contractual rights or obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with the laws of Hong Kong.
- 13.2 Any dispute arising from or in connection with this Agreement (including any question regarding the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to this Agreement) shall be referred to and finally settled by arbitration at the Hong Kong International Arbitration Centre (the “**HKIAC**”) for arbitration in Hong Kong. The arbitration shall be conducted in accordance with the HKIAC Administered Arbitration Rules (“**Rules**”) in force when the Notice of Arbitration is submitted in accordance with such Rules, which Rules are deemed to be incorporated by reference into this clause and as may be amended by the rest of this clause. The arbitration tribunal shall consist of three arbitrators to be appointed in accordance with the Rules. The seat of arbitration shall be Hong Kong. The language of the arbitration proceedings shall be English. Any award of the arbitration tribunal shall be made in writing and shall be final and binding upon the Parties from the day it is made, and the prevailing party may apply to a court of competent jurisdiction for enforcement of such award. The governing law of this arbitration clause shall be Hong Kong law.

14. SPECIFIC PERFORMANCE

- 14.1 The Parties hereto acknowledge and agree that irreparable harm may occur for which money damages would not be an adequate remedy in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to injunctive relief to prevent breaches of this Agreement and to specifically enforce the terms and provisions of this Agreement.

[The remainder of this page has been left intentionally blank]

IN WITNESS WHEREOF,

each of the Parties has executed this Share Transfer Agreement:

For and on behalf of

/s/ Jiangong Dai

TRUE KNIGHT LIMITED

By: Jiangong Dai, Director

Signature Page to Share Transfer Agreement

IN WITNESS WHEREOF,

each of the Parties has executed this Share Transfer Agreement:

For and on behalf of

/s/ Chi Sing Ho

CLEVER SIGHT LIMITED

By: Chi Sing Ho

Signature Page to Share Transfer Agreement

SHARE TRANSFER AGREEMENT

This Share Transfer Agreement (this “**Agreement**”), dated as of April 30, 2022 is entered into by and among IDG Alternative Global Limited (the “**Transferor**”), a company incorporated under the laws of the British Virgin Islands, and TRUE KNIGHT LIMITED (the “**Transferee**”), a company incorporated in the British Virgin Islands whose registered office is at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (together with the Transferor, the “**Parties**” and each a “**Party**”).

RECITALS

WHEREAS, the Transferor holds 480,000 American Depository Shares (the “**ADS**”) of China Index Holdings Limited which represents 480,000 class A ordinary share (the “**Shares**”) of China Index Holdings Limited (the “**Company**”).

WHEREAS, the Transferor intends to sell to the Transferee, and the Transferee intends to purchase from the Transferor, the Shares on such terms and conditions set forth in this Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires:

“**Anti-Money Laundering Law**” means laws, regulations, rules or guidelines relating to money laundering, including, without limitation, financial recordkeeping and reporting requirements, which apply to the business and dealings of the Transferee or its shareholders; such as, without limitation, the U.S. Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56, the U.S. Currency and Foreign Transaction Reporting Act of 1970, as amended, the U.S. Money Laundering Control Act of 1986, as amended, the UK Proceeds of Crime Act 2002, the UK Terrorism Act 2000, as amended, and all money laundering-related laws of other jurisdictions where the Transferee or its shareholders conduct business or own assets;

“**Business Day**” means a day (other than a Saturday, Sunday or any day which is a public holiday) on which banks are open for general banking purposes in New York and the Cayman Islands;

“**Completion**” means the sale and purchase of the Shares in accordance with clause 4;

“**Encumbrance**” means any interest or equity of any person (including any right to acquire, option or right of pre-emption), any mortgage, charge, pledge, lien, assignment, hypothecation, security interest (including any created by law), title retention or other security agreement or arrangement;

“**Group**” means the Company and each of its subsidiaries, and “**Group Company**” means any member of the Group;

“**Records**” means all books, records and documents (including financial, business or trading information, books, data, information or documents (including in electronic format)) used or maintained by any Group Company or the Transferee in relation to its business;

“**Representatives**” means, in relation to a Party, its affiliates and their respective directors, officers, employees, agents, consultants and advisers;

“**Transaction**” means the transactions contemplated by this Agreement;

“**Transferor’s Bank Account**” means the bank account at Silicon Valley Bank, 3003 Tasman Drive, Santa Clara, CA 95054, USA, routing & transit number of 121140399, SWIFT Code of SVBKUS6S, account name IDG Alternative Global Limited, and credit account number of 3301180206; and

“**Working Hours**” means 9:30 am to 5:30 pm on a Business Day.

1.2 In this Agreement, unless the context otherwise requires:

- (a) references to a “person” includes any individual, partnership, body corporate, corporation sole or aggregate, state or agency of a state, and any unincorporated association or organisation, in each case whether or not having separate legal personality;
- (b) every reference to a particular law shall be construed also as a reference to all other laws made under the law referred to and to all such laws as amended, re-enacted, consolidated or replaced or as their application or interpretation is affected by other laws from time to time and whether before or after Completion provided that, as between the Parties, no such amendment or modification shall apply for the purposes of this Agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any Party;
- (c) references to “US\$” are references to the lawful currency from time to time of the United States of America; and
- (d) references to times of the day are to Hong Kong time unless otherwise stated.

1.3 The heading contained within in this Agreement are included for convenience only, and shall not affect the construction of this Agreement.

2. SALE AND PURCHASE OF SHARES

2.1 Upon execution of this Agreement, the Transferor shall initiate the process of converting the ADS into the Shares (the “**Ordinary Share Conversion**”). The Transferee shall cause the Company to use reasonable efforts to ensure the completion of the Ordinary Share Conversion.

2.2 The Transferor hereby sells to the Transferee, and the Transferee purchases from the Transferor, the Shares, free from all Encumbrances in consideration of the Transfer Price set out in clause 3 with effect from Completion.

2.3 The Shares shall be sold and purchased with all rights and obligations attached according to the constitutional documents of the Company as at Completion.

3. TRANSFER PRICE

It is agreed that the Shares shall be purchased and sold at an aggregate purchase price of USD 456,000.00 (the “**Transfer Price**”). In addition, the Transferee will reimburse the Transferor USD 24,000.00 ADS cancellation fee (the “**Reimbursement**”).

4. COMPLETION

4.1 Completion shall take place within five (5) Business Days after the Ordinary Share Conversion.

4.2 At Completion:

- (a) the Transferor shall deliver to the Transferee or procure the delivery to the Transferee of:
 - (i) an instrument of transfer of all of the Shares into the name of the Transferee, duly executed by the Transferor; and
- (b) the Transferee shall:
 - (i) pay or cause to be paid the Transfer Price along with the Reimbursement to the Transferor's Bank Account by way of electronic transfer in immediately available funds; and
 - (ii) deliver to the Transferor or procure the delivery to the Transferor of (A) a copy of an instruction letter to the Company's fund service agent duly executed by the Company to effect the transfer of the Shares and registration, in the register of members, of the Transferee as the holder of the Shares and issuance of share certificates in the name of the Transferee; and (B) a copy of a board resolution of the Transferee approving the Transaction and the execution by the Transferee of this Agreement;

4.3 Without prejudice to any other rights and remedies each Party may have, the Parties shall not be obliged to complete the sale and purchase of any of the Shares unless the sale and purchase of all of the Shares is completed simultaneously.

4.4 The costs and expenses of registering the sale and purchase of the Shares (if any) shall be borne by the Transferee. In the event that the Transferee fails to close within five (5) Business Days after the Ordinary Share Conversion, the Transferor shall have an option to deposit the Shares with the depository bank of the Company in exchange for the American depository shares. The Transferee shall cause the Company to facilitate directing the depository bank, share registrar and transfer agent to take all necessary actions for such conversion and bear any relevant fees and expenses incurred by the Transferor. For the avoidance of doubt, the Reimbursement shall be borne by the Transferee as long as the Ordinary Share Conversion is completed, regardless whether the Completion has occurred.

5. WARRANTIES AND UNDERTAKINGS

5.1 Each Party warrants to the other Party as at the date of this Agreement and as at Completion that:

- (a) it is validly incorporated, in existence and duly registered under the laws of its place of incorporation and has full power to conduct its business as conducted at the date of this Agreement;
- (b) it has taken all necessary action and has all requisite power and authority to enter into and perform this Agreement in accordance with its terms;
- (c) this Agreement constitutes (or shall constitute when executed) valid, legal and binding obligations on it in accordance with its terms;

- (d) the performance of and compliance with the terms and provisions of this Agreement will not conflict with or result in a breach of, or constitute a default under, any agreement or instrument by which it is bound, or any law, order or judgment that applies to or binds the Transferee or any of its property;
- (e) no consent, action, approval or authorisation of, and no registration, declaration, notification or filing with or to, any competent governmental, administrative or supervisory authority is required to be obtained, or made, by it to authorise the execution or performance of this Agreement by it.

5.2 The Transferor warrants to the Transferee as at the date of this Agreement and as at Completion that it is the sole legal and beneficial owner of the Shares and is entitled to transfer the full ownership of the Shares on the terms set out in this Agreement, and the Shares are fully paid up and free from all Encumbrances.

5.3 The Transferee warrants to the Transferor as at the date of this Agreement and as at Completion that:

- (a) it is wholly-owned by Jiangong Dai (“RD”);
- (b) neither it nor RD (i) have violated any Anti-Money Laundering Law; or (ii) is the subject of current, pending, or threatened investigation, inquiry or enforcement proceedings for violations of Anti-Money Laundering Law, or received any notice, request or citation for any actual or potential non-compliance with Anti-Money Laundering Law; and
- (c) the funds used by it to pay the Transfer Price are legally acquired by it, are not the assets of the Company, China Index Holdings Limited or any person other than it or RD, and shall not violate any applicable law (including any Anti-Money Laundering Law), or any judgment or order of any court or regulatory authority.

5.4 The Transferee shall and shall procure that each Group Company shall:

- (a) maintain all Records existing as of the date of Completion for a period of seven years starting on the date of Completion; and
- (b) subject to applicable laws and regulations, make available to the Transferor (at the Transferor’s cost) copies of any Records relating to the period up to and including the date of Completion as reasonably required by the Transferor or any of its Representatives to:
 - (i) comply with any applicable law;
 - (ii) prepare and submit filings, accounts or other reports to a governmental or regulatory authority;
 - (iii) perform its obligations pursuant to this Agreement; or
 - (iv) to defend any civil, criminal, arbitration, administrative or other proceeding.

6. CONFIDENTIALITY

6.1 Subject to clause 6.3, each Party:

- (a) shall treat as strictly confidential:
 - (i) the provisions of this Agreement and the process of its negotiation;
 - (ii) in the case of the Transferor, any information received or held by it or any of its Representatives which relates to the Transferee or, following Completion, any of the Group Companies; and
 - (iii) in the case of the Transferee, any information received or held by the Transferee or any of its Representatives which relates to the Transferor or, prior to Completion, any of the Group Companies,(together “**Confidential Information**”); and
- (b) shall not, except with the prior written consent of the other Party (which shall not be unreasonably withheld or delayed), make use of (save for the purposes of performing its obligations under this Agreement) or disclose to any person (other than its Representatives in accordance with clause 6.2) any Confidential Information.

6.2 Each Party undertakes that it shall only disclose Confidential Information to Representatives where it is reasonably required for the purposes of performing its obligations under this Agreement and only where such recipients are informed of the confidential nature of the Confidential Information and the provisions of this clause 6 and instructed to comply with this clause 6 as if they were a party to it.

6.3 Clause 6.1 shall not apply if and to the extent that the Party using or disclosing Confidential Information or making such announcement can demonstrate that:

- (a) such disclosure or announcement is required by law or by any stock exchange or any supervisory, regulatory, governmental or anti-trust body (including, for the avoidance of doubt, any tax authority) having applicable jurisdiction; or
- (b) the Confidential Information concerned has come into the public domain other than through its fault (or that of its Representatives) or the fault of any person to whom such Confidential Information has been disclosed in accordance with this clause 6.3.

6.4 The provisions of this clause 6 shall survive Completion.

7. INVALIDITY

In the event that any clause (or any part of any clause) shall be deemed to be illegal or invalid by a competent court or other legal authority then this shall have the effect of invalidating and striking out only that clause (or any part of any clause) only and, if possible, such clause shall be replaced with a lawful provision which, as closely as possible, gives effect to the intention of the Parties under this Agreement, and shall not invalidate, or affect the legality or enforceability of, any other clause in this Agreement.

8. ENTIRE AGREEMENT

This Agreement sets out the entire agreement between the Parties relating to the sale and purchase of the Shares and, save to the extent expressly set out in this Agreement, supersede and extinguish any prior drafts, agreements, undertakings, representations, warranties, promises, assurances and arrangements of any nature whatsoever, whether or not in writing, relating thereto. This clause shall not exclude any liability for or remedy in respect of fraudulent misrepresentation.

9. AMENDMENT AND WAIVER

- 9.1 No variation or amendment of this Agreement shall be valid unless it is in writing and duly executed by or on behalf of all of the parties to this Agreement.
- 9.2 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law, whether by conduct or otherwise, shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law, whether by conduct or otherwise, shall preclude or restrict the further exercise of that or any other right or remedy. A waiver of any right or remedy under this Agreement shall only be effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

10. ASSIGNMENT

No person shall assign, transfer, charge or otherwise deal with all or any of its rights under this Agreement nor grant, declare, create or dispose of any right or interest in it.

11. NOTICES

- 11.1 Notices served pursuant to any term of this Agreement must be served in writing in English, addressed as provided in clause 11.2 and served (a) by hand or by courier to the relevant address, in which case it shall be deemed to have been given upon delivery to that address provided that any notice delivered outside Working Hours shall be deemed given at the start of the next period of Working Hours; or (b) by email to the relevant email address, in which case it shall, subject to no automated notification of delivery failure being received by the sender, be deemed to have been given when despatched provided that any email despatched outside Working Hours shall be deemed given at the start of the next period of Working Hours.

- 11.2 Notices under this Agreement shall be sent for the attention of the person and to the addresses of each Party as set forth below:

If to the Transferor:

Address: Floor 6, Tower A, COFCO Plaza, 8 Jianguomennei Dajie, Beijing, 100005, The People's Republic of China

Attn: Yu Cui

Email: yu_cui@idgcapital.com

Tel: + 86-21-8033 6586

If to the Transferee:

Address: Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands

Attn: Jiangong Dai

Email: richarddai@fang.com

Tel: +86 10 5631 8889

- 11.3 Any party may change or supplement the addresses given above by giving the other Party written notice of the new address in the manner set forth above.

12. COUNTERPARTS

This Agreement may be executed in any number of counterparts by way of electronic transmission in the form of an e-mail attachment (in portable data format (PDF)), and if so, shall be considered an original. Each counterpart shall constitute an original of this Agreement but all the counterparts together shall constitute but one and the same instrument.

13. GOVERNING LAW, DISPUTES AND ARBITRATION

- 13.1 This Agreement and any non-contractual rights or obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with the laws of Hong Kong.
- 13.2 Any dispute arising from or in connection with this Agreement (including any question regarding the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to this Agreement) shall be referred to and finally settled by arbitration at the Hong Kong International Arbitration Centre (the “**HKIAC**”) for arbitration in Hong Kong. The arbitration shall be conducted in accordance with the HKIAC Administered Arbitration Rules (“**Rules**”) in force when the Notice of Arbitration is submitted in accordance with such Rules, which Rules are deemed to be incorporated by reference into this clause and as may be amended by the rest of this clause. The arbitration tribunal shall consist of three arbitrators to be appointed in accordance with the Rules. The seat of arbitration shall be Hong Kong. The language of the arbitration proceedings shall be English. Any award of the arbitration tribunal shall be made in writing and shall be final and binding upon the Parties from the day it is made, and the prevailing party may apply to a court of competent jurisdiction for enforcement of such award. The governing law of this arbitration clause shall be Hong Kong law.

14. SPECIFIC PERFORMANCE

- 14.1 The Parties hereto acknowledge and agree that irreparable harm may occur for which money damages would not be an adequate remedy in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to injunctive relief to prevent breaches of this Agreement and to specifically enforce the terms and provisions of this Agreement.

[The remainder of this page has been left intentionally blank]

IN WITNESS WHEREOF,

each of the Parties has executed this Share Transfer Agreement:

For and on behalf of

/s/ Jiangong Dai

TRUE KNIGHT LIMITED

By: Jiangong Dai, Director

Signature Page to Share Transfer Agreement

IN WITNESS WHEREOF,

each of the Parties has executed this Share Transfer Agreement:

For and on behalf of

/s/ Chi Sing Ho

IDG ALTERNATIVE GLOBAL LIMITED

By: Chi Sing Ho

Signature Page to Share Transfer Agreement

SHARE TRANSFER AGREEMENT

This Share Transfer Agreement (this “**Agreement**”), dated as of April 30, 2022 is entered into by and among IDG-Accel China Capital Investors L.P. (the “**Transferor**”), a limited partnership under the laws of the Cayman Islands, and TRUE KNIGHT LIMITED (the “**Transferee**”), a company incorporated in the British Virgin Islands whose registered office is at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (together with the Transferor, the “**Parties**” and each a “**Party**”).

RECITALS

WHEREAS, the Transferor holds 93,869 American Depository Shares (the “**ADS**”) of China Index Holdings Limited which represents 93,869 class A ordinary share (the “**Shares**”) of China Index Holdings Limited (the “**Company**”).

WHEREAS, the Transferor intends to sell to the Transferee, and the Transferee intends to purchase from the Transferor, the Shares on such terms and conditions set forth in this Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires:

“**Anti-Money Laundering Law**” means laws, regulations, rules or guidelines relating to money laundering, including, without limitation, financial recordkeeping and reporting requirements, which apply to the business and dealings of the Transferee or its shareholders; such as, without limitation, the U.S. Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56, the U.S. Currency and Foreign Transaction Reporting Act of 1970, as amended, the U.S. Money Laundering Control Act of 1986, as amended, the UK Proceeds of Crime Act 2002, the UK Terrorism Act 2000, as amended, and all money laundering-related laws of other jurisdictions where the Transferee or its shareholders conduct business or own assets;

“**Business Day**” means a day (other than a Saturday, Sunday or any day which is a public holiday) on which banks are open for general banking purposes in New York and the Cayman Islands;

“**Completion**” means the sale and purchase of the Shares in accordance with clause 4;

“**Encumbrance**” means any interest or equity of any person (including any right to acquire, option or right of pre-emption), any mortgage, charge, pledge, lien, assignment, hypothecation, security interest (including any created by law), title retention or other security agreement or arrangement;

“**Group**” means the Company and each of its subsidiaries, and “**Group Company**” means any member of the Group;

“**Records**” means all books, records and documents (including financial, business or trading information, books, data, information or documents (including in electronic format)) used or maintained by any Group Company or the Transferee in relation to its business;

“**Representatives**” means, in relation to a Party, its affiliates and their respective directors, officers, employees, agents, consultants and advisers;

“**Transaction**” means the transactions contemplated by this Agreement;

“**Transferor’s Bank Account**” means the bank account at Pacific Western Bank, 406 Blackwell Street, Suite 240, Durham, North Carolina, 27701, ABA of 053112615, SWIFT of SQARUS33, beneficiary IDG-Accel China Capital Investors L.P., and beneficiary’s A/C No. of 113509; and

“**Working Hours**” means 9:30 am to 5:30 pm on a Business Day.

1.2 In this Agreement, unless the context otherwise requires:

- (a) references to a “person” includes any individual, partnership, body corporate, corporation sole or aggregate, state or agency of a state, and any unincorporated association or organisation, in each case whether or not having separate legal personality;
- (b) every reference to a particular law shall be construed also as a reference to all other laws made under the law referred to and to all such laws as amended, re-enacted, consolidated or replaced or as their application or interpretation is affected by other laws from time to time and whether before or after Completion provided that, as between the Parties, no such amendment or modification shall apply for the purposes of this Agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any Party;
- (c) references to “US\$” are references to the lawful currency from time to time of the United States of America; and
- (d) references to times of the day are to Hong Kong time unless otherwise stated.

1.3 The heading contained within in this Agreement are included for convenience only, and shall not affect the construction of this Agreement.

2. SALE AND PURCHASE OF SHARES

2.1 Upon execution of this Agreement, the Transferor shall initiate the process of converting the ADS into the Shares (the “**Ordinary Share Conversion**”). The Transferee shall cause the Company to use reasonable efforts to ensure the completion of the Ordinary Share Conversion.

2.2 The Transferor hereby sells to the Transferee, and the Transferee purchases from the Transferor, the Shares, free from all Encumbrances in consideration of the Transfer Price set out in clause 3 with effect from Completion.

2.3 The Shares shall be sold and purchased with all rights and obligations attached according to the constitutional documents of the Company as at Completion.

3. TRANSFER PRICE

It is agreed that the Shares shall be purchased and sold at an aggregate purchase price of USD 89,175.55 (the “**Transfer Price**”). In addition, the Transferee will reimburse the Transferor USD 4,693.45 ADS cancellation fee (the “**Reimbursement**”).

4. COMPLETION

4.1 Completion shall take place within five (5) Business Days after the Ordinary Share Conversion.

4.2 At Completion:

- (a) the Transferor shall deliver to the Transferee or procure the delivery to the Transferee of:
 - (i) an instrument of transfer of all of the Shares into the name of the Transferee, duly executed by the Transferor; and
- (b) the Transferee shall:
 - (i) pay or cause to be paid the Transfer Price along with the Reimbursement to the Transferor's Bank Account by way of electronic transfer in immediately available funds; and
 - (ii) deliver to the Transferor or procure the delivery to the Transferor of (A) a copy of an instruction letter to the Company's fund service agent duly executed by the Company to effect the transfer of the Shares and registration, in the register of members, of the Transferee as the holder of the Shares and issuance of share certificates in the name of the Transferee; and (B) a copy of a board resolution of the Transferee approving the Transaction and the execution by the Transferee of this Agreement;

4.3 Without prejudice to any other rights and remedies each Party may have, the Parties shall not be obliged to complete the sale and purchase of any of the Shares unless the sale and purchase of all of the Shares is completed simultaneously.

4.4 The costs and expenses of registering the sale and purchase of the Shares (if any) shall be borne by the Transferee. In the event that the Transferee fails to close within five (5) Business Days after the Ordinary Share Conversion, the Transferor shall have an option to deposit the Shares with the depository bank of the Company in exchange for the American depository shares. The Transferee shall cause the Company to facilitate directing the depository bank, share registrar and transfer agent to take all necessary actions for such conversion and bear any relevant fees and expenses incurred by the Transferor. For the avoidance of doubt, the Reimbursement shall be borne by the Transferee as long as the Ordinary Share Conversion is completed, regardless whether the Completion has occurred.

5. WARRANTIES AND UNDERTAKINGS

5.1 Each Party warrants to the other Party as at the date of this Agreement and as at Completion that:

- (a) it is validly incorporated, in existence and duly registered under the laws of its place of incorporation and has full power to conduct its business as conducted at the date of this Agreement;
- (b) it has taken all necessary action and has all requisite power and authority to enter into and perform this Agreement in accordance with its terms;
- (c) this Agreement constitutes (or shall constitute when executed) valid, legal and binding obligations on it in accordance with its terms;

- (d) the performance of and compliance with the terms and provisions of this Agreement will not conflict with or result in a breach of, or constitute a default under, any agreement or instrument by which it is bound, or any law, order or judgment that applies to or binds the Transferee or any of its property;
- (e) no consent, action, approval or authorisation of, and no registration, declaration, notification or filing with or to, any competent governmental, administrative or supervisory authority is required to be obtained, or made, by it to authorise the execution or performance of this Agreement by it.

5.2 The Transferor warrants to the Transferee as at the date of this Agreement and as at Completion that it is the sole legal and beneficial owner of the Shares and is entitled to transfer the full ownership of the Shares on the terms set out in this Agreement, and the Shares are fully paid up and free from all Encumbrances.

5.3 The Transferee warrants to the Transferor as at the date of this Agreement and as at Completion that:

- (a) it is wholly-owned by Jiangong Dai (“RD”);
- (b) neither it nor RD (i) have violated any Anti-Money Laundering Law; or (ii) is the subject of current, pending, or threatened investigation, inquiry or enforcement proceedings for violations of Anti-Money Laundering Law, or received any notice, request or citation for any actual or potential non-compliance with Anti-Money Laundering Law; and
- (c) the funds used by it to pay the Transfer Price are legally acquired by it, are not the assets of the Company, China Index Holdings Limited or any person other than it or RD, and shall not violate any applicable law (including any Anti-Money Laundering Law), or any judgment or order of any court or regulatory authority.

5.4 The Transferee shall and shall procure that each Group Company shall:

- (a) maintain all Records existing as of the date of Completion for a period of seven years starting on the date of Completion; and
- (b) subject to applicable laws and regulations, make available to the Transferor (at the Transferor’s cost) copies of any Records relating to the period up to and including the date of Completion as reasonably required by the Transferor or any of its Representatives to:
 - (i) comply with any applicable law;
 - (ii) prepare and submit filings, accounts or other reports to a governmental or regulatory authority;
 - (iii) perform its obligations pursuant to this Agreement; or
 - (iv) to defend any civil, criminal, arbitration, administrative or other proceeding.

6. CONFIDENTIALITY

6.1 Subject to clause 6.3, each Party:

- (a) shall treat as strictly confidential:
 - (i) the provisions of this Agreement and the process of its negotiation;
 - (ii) in the case of the Transferor, any information received or held by it or any of its Representatives which relates to the Transferee or, following Completion, any of the Group Companies; and
 - (iii) in the case of the Transferee, any information received or held by the Transferee or any of its Representatives which relates to the Transferor or, prior to Completion, any of the Group Companies,(together “**Confidential Information**”); and
- (b) shall not, except with the prior written consent of the other Party (which shall not be unreasonably withheld or delayed), make use of (save for the purposes of performing its obligations under this Agreement) or disclose to any person (other than its Representatives in accordance with clause 6.2) any Confidential Information.

6.2 Each Party undertakes that it shall only disclose Confidential Information to Representatives where it is reasonably required for the purposes of performing its obligations under this Agreement and only where such recipients are informed of the confidential nature of the Confidential Information and the provisions of this clause 6 and instructed to comply with this clause 6 as if they were a party to it.

6.3 Clause 6.1 shall not apply if and to the extent that the Party using or disclosing Confidential Information or making such announcement can demonstrate that:

- (a) such disclosure or announcement is required by law or by any stock exchange or any supervisory, regulatory, governmental or anti-trust body (including, for the avoidance of doubt, any tax authority) having applicable jurisdiction; or
- (b) the Confidential Information concerned has come into the public domain other than through its fault (or that of its Representatives) or the fault of any person to whom such Confidential Information has been disclosed in accordance with this clause 6.3.

6.4 The provisions of this clause 6 shall survive Completion.

7. INVALIDITY

In the event that any clause (or any part of any clause) shall be deemed to be illegal or invalid by a competent court or other legal authority then this shall have the effect of invalidating and striking out only that clause (or any part of any clause) only and, if possible, such clause shall be replaced with a lawful provision which, as closely as possible, gives effect to the intention of the Parties under this Agreement, and shall not invalidate, or affect the legality or enforceability of, any other clause in this Agreement.

8. ENTIRE AGREEMENT

This Agreement sets out the entire agreement between the Parties relating to the sale and purchase of the Shares and, save to the extent expressly set out in this Agreement, supersede and extinguish any prior drafts, agreements, undertakings, representations, warranties, promises, assurances and arrangements of any nature whatsoever, whether or not in writing, relating thereto. This clause shall not exclude any liability for or remedy in respect of fraudulent misrepresentation.

9. AMENDMENT AND WAIVER

- 9.1 No variation or amendment of this Agreement shall be valid unless it is in writing and duly executed by or on behalf of all of the parties to this Agreement.
- 9.2 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law, whether by conduct or otherwise, shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law, whether by conduct or otherwise, shall preclude or restrict the further exercise of that or any other right or remedy. A waiver of any right or remedy under this Agreement shall only be effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

10. ASSIGNMENT

No person shall assign, transfer, charge or otherwise deal with all or any of its rights under this Agreement nor grant, declare, create or dispose of any right or interest in it.

11. NOTICES

- 11.1 Notices served pursuant to any term of this Agreement must be served in writing in English, addressed as provided in clause 11.2 and served (a) by hand or by courier to the relevant address, in which case it shall be deemed to have been given upon delivery to that address provided that any notice delivered outside Working Hours shall be deemed given at the start of the next period of Working Hours; or (b) by email to the relevant email address, in which case it shall, subject to no automated notification of delivery failure being received by the sender, be deemed to have been given when despatched provided that any email despatched outside Working Hours shall be deemed given at the start of the next period of Working Hours.

- 11.2 Notices under this Agreement shall be sent for the attention of the person and to the addresses of each Party as set forth below:

If to the Transferor:

Address: Floor 6, Tower A, COFCO Plaza, 8 Jianguomennei Dajie, Beijing, 100005, The People's Republic of China

Attn: Yu Cui

Email: yu_cui@idgcapital.com

Tel: + 86-21-8033 6586

If to the Transferee:

Address: Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands

Attn: Jiangong Dai

Email: richarddai@fang.com

Tel: +86 10 5631 8889

- 11.3 Any party may change or supplement the addresses given above by giving the other Party written notice of the new address in the manner set forth above.

12. COUNTERPARTS

This Agreement may be executed in any number of counterparts by way of electronic transmission in the form of an e-mail attachment (in portable data format (PDF)), and if so, shall be considered an original. Each counterpart shall constitute an original of this Agreement but all the counterparts together shall constitute but one and the same instrument.

13. GOVERNING LAW, DISPUTES AND ARBITRATION

- 13.1 This Agreement and any non-contractual rights or obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with the laws of Hong Kong.
- 13.2 Any dispute arising from or in connection with this Agreement (including any question regarding the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to this Agreement) shall be referred to and finally settled by arbitration at the Hong Kong International Arbitration Centre (the “**HKIAC**”) for arbitration in Hong Kong. The arbitration shall be conducted in accordance with the HKIAC Administered Arbitration Rules (“**Rules**”) in force when the Notice of Arbitration is submitted in accordance with such Rules, which Rules are deemed to be incorporated by reference into this clause and as may be amended by the rest of this clause. The arbitration tribunal shall consist of three arbitrators to be appointed in accordance with the Rules. The seat of arbitration shall be Hong Kong. The language of the arbitration proceedings shall be English. Any award of the arbitration tribunal shall be made in writing and shall be final and binding upon the Parties from the day it is made, and the prevailing party may apply to a court of competent jurisdiction for enforcement of such award. The governing law of this arbitration clause shall be Hong Kong law.

14. SPECIFIC PERFORMANCE

- 14.1 The Parties hereto acknowledge and agree that irreparable harm may occur for which money damages would not be an adequate remedy in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to injunctive relief to prevent breaches of this Agreement and to specifically enforce the terms and provisions of this Agreement.

[The remainder of this page has been left intentionally blank]

IN WITNESS WHEREOF,

each of the Parties has executed this Share Transfer Agreement:

For and on behalf of

/s/ Jiangong Dai

TRUE KNIGHT LIMITED

By: Jiangong Dai, Director

Signature Page to Share Transfer Agreement

IN WITNESS WHEREOF,

each of the Parties has executed this Share Transfer Agreement:

For and on behalf of

/s/ Chi Sing Ho

IDG-ACCEL CHINA CAPITAL INVESTORS L.P.

By: Chi Sing Ho

Signature Page to Share Transfer Agreement

SHARE TRANSFER AGREEMENT

This Share Transfer Agreement (this “**Agreement**”), dated as of April 30, 2022 is entered into by and among IDG-Accel China Capital L.P. (the “**Transferor**”), a limited partnership under the laws of the Cayman Islands, and TRUE KNIGHT LIMITED (the “**Transferee**”), a company incorporated in the British Virgin Islands whose registered office is at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (together with the Transferor, the “**Parties**” and each a “**Party**”).

RECITALS

WHEREAS, the Transferor holds 2,033,003 American Depository Shares (the “**ADS**”) of China Index Holdings Limited which represents 2,033,003 class A ordinary share (the “**Shares**”) of China Index Holdings Limited (the “**Company**”).

WHEREAS, the Transferor intends to sell to the Transferee, and the Transferee intends to purchase from the Transferor, the Shares on such terms and conditions set forth in this Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires:

“**Anti-Money Laundering Law**” means laws, regulations, rules or guidelines relating to money laundering, including, without limitation, financial recordkeeping and reporting requirements, which apply to the business and dealings of the Transferee or its shareholders; such as, without limitation, the U.S. Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56, the U.S. Currency and Foreign Transaction Reporting Act of 1970, as amended, the U.S. Money Laundering Control Act of 1986, as amended, the UK Proceeds of Crime Act 2002, the UK Terrorism Act 2000, as amended, and all money laundering-related laws of other jurisdictions where the Transferee or its shareholders conduct business or own assets;

“**Business Day**” means a day (other than a Saturday, Sunday or any day which is a public holiday) on which banks are open for general banking purposes in New York and the Cayman Islands;

“**Completion**” means the sale and purchase of the Shares in accordance with clause 4;

“**Encumbrance**” means any interest or equity of any person (including any right to acquire, option or right of pre-emption), any mortgage, charge, pledge, lien, assignment, hypothecation, security interest (including any created by law), title retention or other security agreement or arrangement;

“**Group**” means the Company and each of its subsidiaries, and “**Group Company**” means any member of the Group;

“**Records**” means all books, records and documents (including financial, business or trading information, books, data, information or documents (including in electronic format)) used or maintained by any Group Company or the Transferee in relation to its business;

“**Representatives**” means, in relation to a Party, its affiliates and their respective directors, officers, employees, agents, consultants and advisers;

“**Transaction**” means the transactions contemplated by this Agreement;

“**Transferor’s Bank Account**” means the bank account at Pacific Western Bank, 406 Blackwell Street, Suite 240, Durham, North Carolina, 27701, with ABA of 053112615, SWIFT of SQARUS33, beneficiary IDG-Accel China Capital L.P., and beneficiary’s A/C No. of 113493; and

“**Working Hours**” means 9:30 am to 5:30 pm on a Business Day.

1.2 In this Agreement, unless the context otherwise requires:

- (a) references to a “person” includes any individual, partnership, body corporate, corporation sole or aggregate, state or agency of a state, and any unincorporated association or organisation, in each case whether or not having separate legal personality;
- (b) every reference to a particular law shall be construed also as a reference to all other laws made under the law referred to and to all such laws as amended, re-enacted, consolidated or replaced or as their application or interpretation is affected by other laws from time to time and whether before or after Completion provided that, as between the Parties, no such amendment or modification shall apply for the purposes of this Agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any Party;
- (c) references to “US\$” are references to the lawful currency from time to time of the United States of America; and
- (d) references to times of the day are to Hong Kong time unless otherwise stated.

1.3 The heading contained within in this Agreement are included for convenience only, and shall not affect the construction of this Agreement.

2. SALE AND PURCHASE OF SHARES

2.1 Upon execution of this Agreement, the Transferor shall initiate the process of converting the ADS into the Shares (the “**Ordinary Share Conversion**”). The Transferee shall cause the Company to use reasonable efforts to ensure the completion of the Ordinary Share Conversion.

2.2 The Transferor hereby sells to the Transferee, and the Transferee purchases from the Transferor, the Shares, free from all Encumbrances in consideration of the Transfer Price set out in clause 3 with effect from Completion.

2.3 The Shares shall be sold and purchased with all rights and obligations attached according to the constitutional documents of the Company as at Completion.

3. TRANSFER PRICE

It is agreed that the Shares shall be purchased and sold at an aggregate purchase price of USD 1,931,352.85 (the “**Transfer Price**”). In addition, the Transferee will reimburse the Transferor USD 101,650.15 ADS cancellation fee (the “**Reimbursement**”).

4. COMPLETION

4.1 Completion shall take place within five (5) Business Days after the Ordinary Share Conversion.

4.2 At Completion:

- (a) the Transferor shall deliver to the Transferee or procure the delivery to the Transferee of:
 - (i) an instrument of transfer of all of the Shares into the name of the Transferee, duly executed by the Transferor; and
- (b) the Transferee shall:
 - (i) pay or cause to be paid the Transfer Price along with the Reimbursement to the Transferor's Bank Account by way of electronic transfer in immediately available funds; and
 - (ii) deliver to the Transferor or procure the delivery to the Transferor of (A) a copy of an instruction letter to the Company's fund service agent duly executed by the Company to effect the transfer of the Shares and registration, in the register of members, of the Transferee as the holder of the Shares and issuance of share certificates in the name of the Transferee; and (B) a copy of a board resolution of the Transferee approving the Transaction and the execution by the Transferee of this Agreement;

4.3 Without prejudice to any other rights and remedies each Party may have, the Parties shall not be obliged to complete the sale and purchase of any of the Shares unless the sale and purchase of all of the Shares is completed simultaneously.

4.4 The costs and expenses of registering the sale and purchase of the Shares (if any) shall be borne by the Transferee. In the event that the Transferee fails to close within five (5) Business Days after the Ordinary Share Conversion, the Transferor shall have an option to deposit the Shares with the depository bank of the Company in exchange for the American depository shares. The Transferee shall cause the Company to facilitate directing the depository bank, share registrar and transfer agent to take all necessary actions for such conversion and bear any relevant fees and expenses incurred by the Transferor. For the avoidance of doubt, the Reimbursement shall be borne by the Transferee as long as the Ordinary Share Conversion is completed, regardless whether the Completion has occurred.

5. WARRANTIES AND UNDERTAKINGS

5.1 Each Party warrants to the other Party as at the date of this Agreement and as at Completion that:

- (a) it is validly incorporated, in existence and duly registered under the laws of its place of incorporation and has full power to conduct its business as conducted at the date of this Agreement;
- (b) it has taken all necessary action and has all requisite power and authority to enter into and perform this Agreement in accordance with its terms;
- (c) this Agreement constitutes (or shall constitute when executed) valid, legal and binding obligations on it in accordance with its terms;

- (d) the performance of and compliance with the terms and provisions of this Agreement will not conflict with or result in a breach of, or constitute a default under, any agreement or instrument by which it is bound, or any law, order or judgment that applies to or binds the Transferee or any of its property;
- (e) no consent, action, approval or authorisation of, and no registration, declaration, notification or filing with or to, any competent governmental, administrative or supervisory authority is required to be obtained, or made, by it to authorise the execution or performance of this Agreement by it.

5.2 The Transferor warrants to the Transferee as at the date of this Agreement and as at Completion that it is the sole legal and beneficial owner of the Shares and is entitled to transfer the full ownership of the Shares on the terms set out in this Agreement, and the Shares are fully paid up and free from all Encumbrances.

5.3 The Transferee warrants to the Transferor as at the date of this Agreement and as at Completion that:

- (a) it is wholly-owned by Jiangong Dai (“RD”);
- (b) neither it nor RD (i) have violated any Anti-Money Laundering Law; or (ii) is the subject of current, pending, or threatened investigation, inquiry or enforcement proceedings for violations of Anti-Money Laundering Law, or received any notice, request or citation for any actual or potential non-compliance with Anti-Money Laundering Law; and
- (c) the funds used by it to pay the Transfer Price are legally acquired by it, are not the assets of the Company, China Index Holdings Limited or any person other than it or RD, and shall not violate any applicable law (including any Anti-Money Laundering Law), or any judgment or order of any court or regulatory authority.

5.4 The Transferee shall and shall procure that each Group Company shall:

- (a) maintain all Records existing as of the date of Completion for a period of seven years starting on the date of Completion; and
- (b) subject to applicable laws and regulations, make available to the Transferor (at the Transferor’s cost) copies of any Records relating to the period up to and including the date of Completion as reasonably required by the Transferor or any of its Representatives to:
 - (i) comply with any applicable law;
 - (ii) prepare and submit filings, accounts or other reports to a governmental or regulatory authority;
 - (iii) perform its obligations pursuant to this Agreement; or
 - (iv) to defend any civil, criminal, arbitration, administrative or other proceeding.

6. CONFIDENTIALITY

6.1 Subject to clause 6.3, each Party:

- (a) shall treat as strictly confidential:
 - (i) the provisions of this Agreement and the process of its negotiation;
 - (ii) in the case of the Transferor, any information received or held by it or any of its Representatives which relates to the Transferee or, following Completion, any of the Group Companies; and
 - (iii) in the case of the Transferee, any information received or held by the Transferee or any of its Representatives which relates to the Transferor or, prior to Completion, any of the Group Companies,(together “**Confidential Information**”); and
- (b) shall not, except with the prior written consent of the other Party (which shall not be unreasonably withheld or delayed), make use of (save for the purposes of performing its obligations under this Agreement) or disclose to any person (other than its Representatives in accordance with clause 6.2) any Confidential Information.

6.2 Each Party undertakes that it shall only disclose Confidential Information to Representatives where it is reasonably required for the purposes of performing its obligations under this Agreement and only where such recipients are informed of the confidential nature of the Confidential Information and the provisions of this clause 6 and instructed to comply with this clause 6 as if they were a party to it.

6.3 Clause 6.1 shall not apply if and to the extent that the Party using or disclosing Confidential Information or making such announcement can demonstrate that:

- (a) such disclosure or announcement is required by law or by any stock exchange or any supervisory, regulatory, governmental or anti-trust body (including, for the avoidance of doubt, any tax authority) having applicable jurisdiction; or
- (b) the Confidential Information concerned has come into the public domain other than through its fault (or that of its Representatives) or the fault of any person to whom such Confidential Information has been disclosed in accordance with this clause 6.3.

6.4 The provisions of this clause 6 shall survive Completion.

7. INVALIDITY

In the event that any clause (or any part of any clause) shall be deemed to be illegal or invalid by a competent court or other legal authority then this shall have the effect of invalidating and striking out only that clause (or any part of any clause) only and, if possible, such clause shall be replaced with a lawful provision which, as closely as possible, gives effect to the intention of the Parties under this Agreement, and shall not invalidate, or affect the legality or enforceability of, any other clause in this Agreement.

8. ENTIRE AGREEMENT

This Agreement sets out the entire agreement between the Parties relating to the sale and purchase of the Shares and, save to the extent expressly set out in this Agreement, supersede and extinguish any prior drafts, agreements, undertakings, representations, warranties, promises, assurances and arrangements of any nature whatsoever, whether or not in writing, relating thereto. This clause shall not exclude any liability for or remedy in respect of fraudulent misrepresentation.

9. AMENDMENT AND WAIVER

- 9.1 No variation or amendment of this Agreement shall be valid unless it is in writing and duly executed by or on behalf of all of the parties to this Agreement.
- 9.2 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law, whether by conduct or otherwise, shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law, whether by conduct or otherwise, shall preclude or restrict the further exercise of that or any other right or remedy. A waiver of any right or remedy under this Agreement shall only be effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

10. ASSIGNMENT

No person shall assign, transfer, charge or otherwise deal with all or any of its rights under this Agreement nor grant, declare, create or dispose of any right or interest in it.

11. NOTICES

- 11.1 Notices served pursuant to any term of this Agreement must be served in writing in English, addressed as provided in clause 11.2 and served (a) by hand or by courier to the relevant address, in which case it shall be deemed to have been given upon delivery to that address provided that any notice delivered outside Working Hours shall be deemed given at the start of the next period of Working Hours; or (b) by email to the relevant email address, in which case it shall, subject to no automated notification of delivery failure being received by the sender, be deemed to have been given when despatched provided that any email despatched outside Working Hours shall be deemed given at the start of the next period of Working Hours.

- 11.2 Notices under this Agreement shall be sent for the attention of the person and to the addresses of each Party as set forth below:

If to the Transferor:

Address: Floor 6, Tower A, COFCO Plaza, 8 Jianguomennei Dajie, Beijing, 100005, The People's Republic of China

Attn: Yu Cui

Email: yu_cui@idgcapital.com

Tel: + 86-21-8033 6586

If to the Transferee:

Address: Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands

Attn: Jiangong Dai

Email: richarddai@fang.com

Tel: +86 10 5631 8889

- 11.3 Any party may change or supplement the addresses given above by giving the other Party written notice of the new address in the manner set forth above.

12. COUNTERPARTS

This Agreement may be executed in any number of counterparts by way of electronic transmission in the form of an e-mail attachment (in portable data format (PDF)), and if so, shall be considered an original. Each counterpart shall constitute an original of this Agreement but all the counterparts together shall constitute but one and the same instrument.

13. GOVERNING LAW, DISPUTES AND ARBITRATION

- 13.1 This Agreement and any non-contractual rights or obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with the laws of Hong Kong.
- 13.2 Any dispute arising from or in connection with this Agreement (including any question regarding the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to this Agreement) shall be referred to and finally settled by arbitration at the Hong Kong International Arbitration Centre (the “**HKIAC**”) for arbitration in Hong Kong. The arbitration shall be conducted in accordance with the HKIAC Administered Arbitration Rules (“**Rules**”) in force when the Notice of Arbitration is submitted in accordance with such Rules, which Rules are deemed to be incorporated by reference into this clause and as may be amended by the rest of this clause. The arbitration tribunal shall consist of three arbitrators to be appointed in accordance with the Rules. The seat of arbitration shall be Hong Kong. The language of the arbitration proceedings shall be English. Any award of the arbitration tribunal shall be made in writing and shall be final and binding upon the Parties from the day it is made, and the prevailing party may apply to a court of competent jurisdiction for enforcement of such award. The governing law of this arbitration clause shall be Hong Kong law.

14. SPECIFIC PERFORMANCE

- 14.1 The Parties hereto acknowledge and agree that irreparable harm may occur for which money damages would not be an adequate remedy in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to injunctive relief to prevent breaches of this Agreement and to specifically enforce the terms and provisions of this Agreement.

[The remainder of this page has been left intentionally blank]

IN WITNESS WHEREOF,

each of the Parties has executed this Share Transfer Agreement:

For and on behalf of

/s/ Jiangong Dai

TRUE KNIGHT LIMITED

By: Jiangong Dai, Director

Signature Page to Share Transfer Agreement

IN WITNESS WHEREOF,

each of the Parties has executed this Share Transfer Agreement:

For and on behalf of

/s/ Chi Sing Ho

IDG-ACCEL CHINA CAPITAL L.P.

By: Chi Sing Ho

Signature Page to Share Transfer Agreement

SHARE TRANSFER AGREEMENT

This Share Transfer Agreement (this “**Agreement**”), dated as of April 30, 2022 is entered into by and among SAFARI GROUP HOLDINGS LIMITED (the “**Transferor**”), an exempted company incorporated with limited liability under the laws of the Cayman Islands and TRUE KNIGHT LIMITED (the “**Transferee**”), a company incorporated in the British Virgin Islands whose registered office is at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (together with the Transferor, the “**Parties**” and each a “**Party**”).

RECITALS

WHEREAS, the Transferor holds 2,461,538 class A ordinary shares (the “**Shares**”) of China Index Holdings Limited (the “**Company**”).

WHEREAS, the Transferor intends to sell to the Transferee, and the Transferee intends to purchase from the Transferor, the Shares on such terms and conditions set forth in this Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires:

“**Anti-Money Laundering Law**” means laws, regulations, rules or guidelines relating to money laundering, including, without limitation, financial recordkeeping and reporting requirements, which apply to the business and dealings of the Transferee or its shareholders; such as, without limitation, the U.S. Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56, the U.S. Currency and Foreign Transaction Reporting Act of 1970, as amended, the U.S. Money Laundering Control Act of 1986, as amended, the UK Proceeds of Crime Act 2002, the UK Terrorism Act 2000, as amended, and all money laundering-related laws of other jurisdictions where the Transferee or its shareholders conduct business or own assets;

“**Business Day**” means a day (other than a Saturday, Sunday or any day which is a public holiday) on which banks are open for general banking purposes in New York and the Cayman Islands;

“**Completion**” means the sale and purchase of the Shares in accordance with clause 4;

“**Encumbrance**” means any interest or equity of any person (including any right to acquire, option or right of pre-emption), any mortgage, charge, pledge, lien, assignment, hypothecation, security interest (including any created by law), title retention or other security agreement or arrangement;

“**Group**” means the Company and each of its subsidiaries, and “**Group Company**” means any member of the Group;

“**Records**” means all books, records and documents (including financial, business or trading information, books, data, information or documents (including in electronic format)) used or maintained by any Group Company or the Transferee in relation to its business;

“**Representatives**” means, in relation to a Party, its affiliates and their respective directors, officers, employees, agents, consultants and advisers;

“**Transaction**” means the transactions contemplated by this Agreement;

“**Transferor’s Bank Account**” means the bank account at Wells Fargo Bank, N.A. with account name Safari Group Holdings Limited, account number 2020050866227, ABA Code and SWIFT ID of WFBIUS6S; and

“**Working Hours**” means 9:30 am to 5:30 pm on a Business Day.

1.2 In this Agreement, unless the context otherwise requires:

- (a) references to a “person” includes any individual, partnership, body corporate, corporation sole or aggregate, state or agency of a state, and any unincorporated association or organisation, in each case whether or not having separate legal personality;
- (b) every reference to a particular law shall be construed also as a reference to all other laws made under the law referred to and to all such laws as amended, re-enacted, consolidated or replaced or as their application or interpretation is affected by other laws from time to time and whether before or after Completion provided that, as between the Parties, no such amendment or modification shall apply for the purposes of this Agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any Party;
- (c) references to “US\$” are references to the lawful currency from time to time of the United States of America; and
- (d) references to times of the day are to Hong Kong time unless otherwise stated.

1.3 The heading contained within in this Agreement are included for convenience only, and shall not affect the construction of this Agreement.

2. SALE AND PURCHASE OF SHARES

2.1 The Transferor hereby sells to the Transferee, and the Transferee purchases from the Transferor, the Shares, free from all Encumbrances in consideration of the Transfer Price set out in clause 3 with effect from Completion.

2.2 The Shares shall be sold and purchased with all rights and obligations attached according to the constitutional documents of the Company as at Completion.

3. TRANSFER PRICE

It is agreed that the Shares shall be purchased and sold at an aggregate purchase price of USD 2,338,461 (the “**Transfer Price**”).

4. COMPLETION

4.1 Completion shall take place on the date of this Agreement.

4.2 At Completion:

- (a) the Transferor shall deliver to the Transferee or procure the delivery to the Transferee of:
 - (i) an instrument of transfer of all of the Shares into the name of the Transferee, duly executed by the Transferor;
 - (ii) share certificates in respect of all of the Shares;
 - (iii) a copy of a board resolution of the Transferor approving the Transaction and the execution by the Transferor of this Agreement; and
- (b) the Transferee shall:
 - (i) pay the Transfer Price to the Transferor's Bank Account by way of electronic transfer in immediately available funds; and
 - (ii) deliver to the Transferor or procure the delivery to the Transferor of (A) a copy of an instruction letter to the Company's fund service agent duly executed by the Company to effect the transfer of the Shares and registration, in the register of members, of the Transferee as the holder of the Shares and issuance of share certificates in the name of the Transferee; and (B) a copy of a board resolution of the Transferee approving the Transaction and the execution by the Transferee of this Agreement;

4.3 Without prejudice to any other rights and remedies each Party may have, the Parties shall not be obliged to complete the sale and purchase of any of the Shares unless the sale and purchase of all of the Shares is completed simultaneously.

4.4 The costs and expenses of registering the sale and purchase of the Shares (if any) shall be borne by the Transferee.

5. WARRANTIES AND UNDERTAKINGS

5.1 Each Party warrants to the other Party as at the date of this Agreement and as at Completion that:

- (a) it is validly incorporated, in existence and duly registered under the laws of its place of incorporation and has full power to conduct its business as conducted at the date of this Agreement;
- (b) it has taken all necessary action and has all requisite power and authority to enter into and perform this Agreement in accordance with its terms;
- (c) this Agreement constitutes (or shall constitute when executed) valid, legal and binding obligations on it in accordance with its terms;
- (d) the performance of and compliance with the terms and provisions of this Agreement will not conflict with or result in a breach of, or constitute a default under, any agreement or instrument by which it is bound, or any law, order or judgment that applies to or binds the Transferee or any of its property;
- (e) no consent, action, approval or authorisation of, and no registration, declaration, notification or filing with or to, any competent governmental, administrative or supervisory authority is required to be obtained, or made, by it to authorise the execution or performance of this Agreement by it.

- 5.2 The Transferor warrants to the Transferee as at the date of this Agreement and as at Completion that it is the sole legal and beneficial owner of the Shares and is entitled to transfer the full ownership of the Shares on the terms set out in this Agreement, and the Shares are fully paid up and free from all Encumbrances.
- 5.3 The Transferee warrants to the Transferor as at the date of this Agreement and as at Completion that:
- (a) it is wholly-owned by Jiangong Dai (“RD”);
 - (b) neither it nor RD (i) have violated any Anti-Money Laundering Law; or (ii) is the subject of current, pending, or threatened investigation, inquiry or enforcement proceedings for violations of Anti-Money Laundering Law, or received any notice, request or citation for any actual or potential non-compliance with Anti-Money Laundering Law; and
 - (c) the funds used by it to pay the Transfer Price are legally acquired by it, are not the assets of the Company, China Index Holdings Limited or any person other than it or RD, and shall not violate any applicable law (including any Anti-Money Laundering Law), or any judgment or order of any court or regulatory authority.
- 5.4 The Transferee shall and shall procure that each Group Company shall:
- (a) maintain all Records existing as of the date of Completion for a period of seven years starting on the date of Completion; and
 - (b) subject to applicable laws and regulations, make available to the Transferor (at the Transferor’s cost) copies of any Records relating to the period up to and including the date of Completion as reasonably required by the Transferor or any of its Representatives to:
 - (i) comply with any applicable law;
 - (ii) prepare and submit filings, accounts or other reports to a governmental or regulatory authority;
 - (iii) perform its obligations pursuant to this Agreement; or
 - (iv) to defend any civil, criminal, arbitration, administrative or other proceeding.
- 5.5 The Transferee shall indemnify and keep indemnified, the Transferor on demand, against any direct or indirect actions, proceedings, claims, losses, expenses (including legal expense) damages, liabilities and/or penalties suffered or incurred by the Transferor or any of its affiliates in relation to or arising from the Validation Order or the Transaction.

6. CONFIDENTIALITY

- 6.1 Subject to clause 6.3, each Party:
- (a) shall treat as strictly confidential:
 - (i) the provisions of this Agreement and the process of its negotiation;
 - (ii) in the case of the Transferor, any information received or held by it or any of its Representatives which relates to the Transferee or, following Completion, any of the Group Companies; and

(iii) in the case of the Transferee, any information received or held by the Transferee or any of its Representatives which relates to the Transferor or, prior to Completion, any of the Group Companies,

(together “**Confidential Information**”); and

(b) shall not, except with the prior written consent of the other Party (which shall not be unreasonably withheld or delayed), make use of (save for the purposes of performing its obligations under this Agreement) or disclose to any person (other than its Representatives in accordance with clause 6.2) any Confidential Information.

6.2 Each Party undertakes that it shall only disclose Confidential Information to Representatives where it is reasonably required for the purposes of performing its obligations under this Agreement and only where such recipients are informed of the confidential nature of the Confidential Information and the provisions of this clause 6 and instructed to comply with this clause 6 as if they were a party to it.

6.3 Clause 6.1 shall not apply if and to the extent that the Party using or disclosing Confidential Information or making such announcement can demonstrate that:

(a) such disclosure or announcement is required by law or by any stock exchange or any supervisory, regulatory, governmental or anti-trust body (including, for the avoidance of doubt, any tax authority) having applicable jurisdiction; or

(b) the Confidential Information concerned has come into the public domain other than through its fault (or that of its Representatives) or the fault of any person to whom such Confidential Information has been disclosed in accordance with this clause 6.3.

6.4 The provisions of this clause 6 shall survive Completion.

7. **INVALIDITY**

In the event that any clause (or any part of any clause) shall be deemed to be illegal or invalid by a competent court or other legal authority then this shall have the effect of invalidating and striking out only that clause (or any part of any clause) only and, if possible, such clause shall be replaced with a lawful provision which, as closely as possible, gives effect to the intention of the Parties under this Agreement, and shall not invalidate, or affect the legality or enforceability of, any other clause in this Agreement.

8. **ENTIRE AGREEMENT**

This Agreement sets out the entire agreement between the Parties relating to the sale and purchase of the Shares and, save to the extent expressly set out in this Agreement, supersede and extinguish any prior drafts, agreements, undertakings, representations, warranties, promises, assurances and arrangements of any nature whatsoever, whether or not in writing, relating thereto. This clause shall not exclude any liability for or remedy in respect of fraudulent misrepresentation.

9. **AMENDMENT AND WAIVER**

9.1 No variation or amendment of this Agreement shall be valid unless it is in writing and duly executed by or on behalf of all of the parties to this Agreement.

- 9.2 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law, whether by conduct or otherwise, shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law, whether by conduct or otherwise, shall preclude or restrict the further exercise of that or any other right or remedy. A waiver of any right or remedy under this Agreement shall only be effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

10. ASSIGNMENT

No person shall assign, transfer, charge or otherwise deal with all or any of its rights under this Agreement nor grant, declare, create or dispose of any right or interest in it.

11. NOTICES

- 11.1 Notices served pursuant to any term of this Agreement must be served in writing in English, addressed as provided in clause 11.2 and served (a) by hand or by courier to the relevant address, in which case it shall be deemed to have been given upon delivery to that address provided that any notice delivered outside Working Hours shall be deemed given at the start of the next period of Working Hours; or (b) by email to the relevant email address, in which case it shall, subject to no automated notification of delivery failure being received by the sender, be deemed to have been given when despatched provided that any email despatched outside Working Hours shall be deemed given at the start of the next period of Working Hours.

- 11.2 Notices under this Agreement shall be sent for the attention of the person and to the addresses of each Party as set forth below:

If to the Transferor:

Address: Suite 2801, Two Pacific Place, 88 Queensway, Admiralty, Hong Kong

Attn: Wayne Bannon

Email: wayne.bannon@carlyle.com

If to the Transferee:

Address: Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands

Attn: Jiangong Dai

Email: richarddai@fang.com

Tel: +86 10 5631 8889

- 11.3 Any party may change or supplement the addresses given above by giving the other Party written notice of the new address in the manner set forth above.

12. COUNTERPARTS

This Agreement may be executed in any number of counterparts by way of electronic transmission in the form of an e-mail attachment (in portable data format (PDF)), and if so, shall be considered an original. Each counterpart shall constitute an original of this Agreement but all the counterparts together shall constitute but one and the same instrument.

13. GOVERNING LAW, DISPUTES AND ARBITRATION

- 13.1 This Agreement and any non-contractual rights or obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with the laws of Hong Kong.

- 13.2 Any dispute arising from or in connection with this Agreement (including any question regarding the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to this Agreement) shall be referred to and finally settled by arbitration at the Hong Kong International Arbitration Centre (the "HKIAC") for arbitration in Hong Kong. The arbitration shall be conducted in accordance with the HKIAC Administered Arbitration Rules ("Rules") in force when the Notice of Arbitration is submitted in accordance with such Rules, which Rules are deemed to be incorporated by reference into this clause and as may be amended by the rest of this clause. The arbitration tribunal shall consist of three arbitrators to be appointed in accordance with the Rules. The seat of arbitration shall be Hong Kong. The language of the arbitration proceedings shall be English. Any award of the arbitration tribunal shall be made in writing and shall be final and binding upon the Parties from the day it is made, and the prevailing party may apply to a court of competent jurisdiction for enforcement of such award. The governing law of this arbitration clause shall be Hong Kong law.

[The remainder of this page has been left intentionally blank]

IN WITNESS WHEREOF,

each of the Parties has executed this Share Transfer Agreement:

For and on behalf of

/s/ Jiangong Dai

TRUE KNIGHT LIMITED

By: Jiangong Dai, Director

Signature Page to Share Transfer Agreement

IN WITNESS WHEREOF,

each of the Parties has executed this Share Transfer Agreement:

For and on behalf of

/s/ Wayne Bannon

SAFARI GROUP HOLDINGS LIMITED

By: Wayne Bannon

Signature Page to Share Transfer Agreement
