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This document is the Form of Acceptance referred to in the scheme document addressed to the NWCL Shareholders and the holders of NWCL Options dated 17 May 2014 (the "Scheme Document") for use by holders of NWCL Options who want to accept the Rule 13 Offer. You should read it in conjunction with the Scheme Document and the Rule 13 Offer Letter from HSBC dated 17 May 2014 in relation to the Rule 13 Offer.

本文件乃2014年5月17日寄發予新世界中國股東及新世界中國購股權持有人的計劃文件（「計劃文件」）所提及的接納表格，可供有意接納第13條要約的新世界中國購股權持有人使用。閣下應將本文件連同計劃文件及由滙豐就第13條要約於2014年5月17日發出之第13條要約函件一併閱讀。

Terms defined in the Scheme Document have the same meanings in this Form of Acceptance.

計劃文件所界定的詞彙於本接納表格具有相同涵義。



New World China Land Limited 新世界中國地產有限公司

(Incorporated in the Cayman Islands with limited liability)
(於開曼群島註冊成立的有限公司)

(Stock Code: 0917)
(股份代號: 0917)

PROPOSED PRIVATISATION OF NEW WORLD CHINA LAND LIMITED BY THE OFFEROR

BY WAY OF A SCHEME OF ARRANGEMENT (UNDER SECTION 86 OF THE COMPANIES LAW)

要約人建議以協議安排的方式私有化

新世界中國地產有限公司

(根據公司法第86條進行)

FORM OF ACCEPTANCE

TO THE RULE 13 OFFER MADE TO THE HOLDERS OF NWCL OPTIONS

向新世界中國購股權持有人

作出第13條要約的接納表格

If you are in any doubt as to any aspect of this Form of Acceptance or as to the action to be taken, you should consult a licensed securities dealer or registered institution in securities, a bank manager, solicitor, professional accountant or other professional adviser.

如閣下對本接納表格任何方面或應採取的行動有任何疑問，應諮詢閣下的持牌證券交易商或註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

To: Easywin Enterprises Corporation Limited

The Hongkong and Shanghai Banking Corporation Limited

New World China Land Limited

致：義榮企業有限公司

香港上海滙豐銀行有限公司

新世界中國地產有限公司

With reference to the Rule 13 Offer made by HSBC on behalf of the Offeror, I hereby accept the Rule 13 Offer in respect of the cancellation of my outstanding NWCL Options specified in the tables below (Note 1), on the terms and subject to the conditions set out in the Rule 13 Offer Letter from HSBC addressed to me dated 17 May 2014 (Note 2):

茲提述由滙豐代表要約人所作出的第13條要約，就註銷以下表格所指本人未行使的新世界中國購股權（附註1）而言，本人謹此根據由滙豐於2014年5月17日寄發予本人之第13條要約函件所載的條款及在其條件所約束下接納第13條要約（附註2）：

NWCL Options under the share option scheme of NWCL adopted on 26 November 2002 (the "2002 Share Option Scheme") 於2002年11月26日採納的新世界中國購股權計劃（「2002年購股權計劃」）項下新世界中國購股權	
Number of NWCL Option(s) under the 2002 Share Option Scheme with an exercise price of HK\$3.913 per NWCL Option for a "see-through" price of HK\$2.8870 per NWCL Option 2002年購股權計劃項下以每份新世界中國購股權行使價3.913港元對每份新世界中國購股權「透視」價2.8870港元的新世界中國購股權數目	FIGURES 數目
	WORDS 大寫
Number of NWCL Option(s) under the 2002 Share Option Scheme with an exercise price of HK\$2.953 per NWCL Option for a "see-through" price of HK\$3.8470 per NWCL Option 2002年購股權計劃項下以每份新世界中國購股權行使價2.953港元對每份新世界中國購股權「透視」價3.8470港元的新世界中國購股權數目	FIGURES 數目
	WORDS 大寫
Number of NWCL Option(s) under the 2002 Share Option Scheme with an exercise price of HK\$2.878 per NWCL Option for a "see-through" price of HK\$3.9220 per NWCL Option 2002年購股權計劃項下以每份新世界中國購股權行使價2.878港元對每份新世界中國購股權「透視」價3.9220港元的新世界中國購股權數目	FIGURES 數目
	WORDS 大寫
Number of NWCL Option(s) under the 2002 Share Option Scheme with an exercise price of HK\$2.262 per NWCL Option for a "see-through" price of HK\$4.5380 per NWCL Option 2002年購股權計劃項下以每份新世界中國購股權行使價2.262港元對每份新世界中國購股權「透視」價4.5380港元的新世界中國購股權數目	FIGURES 數目
	WORDS 大寫
Number of NWCL Option(s) under the 2002 Share Option Scheme with an exercise price of HK\$2.349 per NWCL Option for a "see-through" price of HK\$4.4510 per NWCL Option 2002年購股權計劃項下以每份新世界中國購股權行使價2.349港元對每份新世界中國購股權「透視」價4.4510港元的新世界中國購股權數目	FIGURES 數目
	WORDS 大寫
Number of NWCL Option(s) under the 2002 Share Option Scheme with an exercise price of HK\$3.013 per NWCL Option for a "see-through" price of HK\$3.7870 per NWCL Option 2002年購股權計劃項下以每份新世界中國購股權行使價3.013港元對每份新世界中國購股權「透視」價3.7870港元的新世界中國購股權數目	FIGURES 數目
	WORDS 大寫
Number of NWCL Option(s) under the 2002 Share Option Scheme with an exercise price of HK\$3.036 per NWCL Option for a "see-through" price of HK\$3.7640 per NWCL Option 2002年購股權計劃項下以每份新世界中國購股權行使價3.036港元對每份新世界中國購股權「透視」價3.7640港元的新世界中國購股權數目	FIGURES 數目
	WORDS 大寫
Number of NWCL Option(s) under the 2002 Share Option Scheme with an exercise price of HK\$2.705 per NWCL Option with "see-through" price of HK\$4.0950 per NWCL Option 2002年購股權計劃項下以每份新世界中國購股權行使價2.705港元對每份新世界中國購股權「透視」價4.0950港元的新世界中國購股權數目	FIGURES 數目
	WORDS 大寫

NWCL Options under the share option scheme of NWCL adopted on 22 November 2011 (the "2011 Share Option Scheme") 於2011年11月22日採納的新世界中國購股權計劃(「2011年購股權計劃」)項下新世界中國購股權	
Number of NWCL Option(s) under the 2011 Share Option Scheme with an exercise price of HK\$2.45 per NWCL Option for a "see-through" price of HK\$4.3500 per NWCL Option 2011年購股權計劃項下以每份新世界中國購股權行使價2.45港元對每份新世界中國購股權「透視」價4.3500港元的新世界中國購股權數目	FIGURES 數目
	WORDS 大寫
Number of NWCL Option(s) under the 2011 Share Option Scheme with an exercise price of HK\$3.37 per NWCL Option for a "see-through" price of HK\$3.4300 per NWCL Option 2011年購股權計劃項下以每份新世界中國購股權行使價3.37港元對每份新世界中國購股權「透視」價3.4300港元的新世界中國購股權數目	FIGURES 數目
	WORDS 大寫
Number of NWCL Option(s) under the 2011 Share Option Scheme with an exercise price of HK\$3.88 per NWCL Option for a "see-through" price of HK\$2.9200 per NWCL Option 2011年購股權計劃項下以每份新世界中國購股權行使價3.88港元對每份新世界中國購股權「透視」價2.9200港元的新世界中國購股權數目	FIGURES 數目
	WORDS 大寫
Number of NWCL Option(s) under the 2011 Share Option Scheme with an exercise price of HK\$3.35 per NWCL Option for a "see-through" price of HK\$3.4500 per NWCL Option 2011年購股權計劃項下以每份新世界中國購股權行使價3.35港元對每份新世界中國購股權「透視」價3.4500港元的新世界中國購股權數目	FIGURES 數目
	WORDS 大寫
Number of NWCL Option(s) under the 2011 Share Option Scheme with an exercise price of HK\$2.762 per NWCL Option for a "see-through" price of HK\$4.0380 per NWCL Option 2011年購股權計劃項下以每份新世界中國購股權行使價2.762港元對每份新世界中國購股權「透視」價4.0380港元的新世界中國購股權數目	FIGURES 數目
	WORDS 大寫
Number of NWCL Option(s) under the 2011 Share Option Scheme with an exercise price of HK\$4.01 per NWCL Option for a "see-through" price of HK\$2.7900 per NWCL Option 2011年購股權計劃項下以每份新世界中國購股權行使價4.01港元對每份新世界中國購股權「透視」價2.7900港元的新世界中國購股權數目	FIGURES 數目
	WORDS 大寫
Number of NWCL Option(s) under the 2011 Share Option Scheme with an exercise price of HK\$3.97 per NWCL Option for a "see-through" price of HK\$2.8300 per NWCL Option 2011年購股權計劃項下以每份新世界中國購股權行使價3.97港元對每份新世界中國購股權「透視」價2.8300港元的新世界中國購股權數目	FIGURES 數目
	WORDS 大寫

The relevant certificate(s) (if any) or any other document(s) evidencing the grant of the outstanding NWCL Options or other document(s) of title or entitlement (and/or any satisfactory indemnity or indemnities required in respect thereof) is/are enclosed herewith for NWCL's cancellation (Note 3).
謹此為新世界中國進行註銷隨函附上相關證書(如有)或證明授出未行使新世界中國購股權的其他文件或其他所有權或權利文件(及/或就此所需的任何可信納的一項或多項彌償保證)(附註3)。

Please send the cheque(s) for the payment of the consideration to my following address:
請將用於支付代價的支票寄至本人以下地址：

Mailing Address of holder of NWCL Options 新世界中國購股權持有人郵寄地址： _____

(Note 附註4)

By signing and returning this Form of Acceptance, I:
一經簽署及送回本接納表格，本人：

- warrant and confirm that each NWCL Option to which this Form of Acceptance relates is valid and subsisting, free from all liens, charges, mortgages and third party interests of any nature whatsoever and I acknowledge that all option certificate or documents in respect of such NWCL Option shall become void once that NWCL Option has been cancelled as a result of my acceptance of the Rule 13 Offer hereunder;
保證及確認與本接納表格相關的每份新世界中國購股權是有效及續存的、不存在任何留置權、押記、按揭及任何性質的第三方權益，且本人知悉，一旦新世界中國購股權基於本人據此接納第13條要約而被註銷，則有關新世界中國購股權的所有購股權證書或文件將成為無效；
- acknowledge and agree that I cease to have any rights and obligations, and waive all rights and claims against any party (including the Offeror and NWCL), in respect of all the NWCL Options held by me for which I accept the Rule 13 Offer, that all rights and obligations under all such NWCL Options will be cancelled;
知悉並同意，就本人接納第13條要約涉及所有由本人持有的新世界中國購股權，本人不再擁有任何權利及責任，並放棄對任何一方(包括要約人及新世界中國)的所有權利及索賠，及所有新世界中國購股權項下的所有權利及責任將被取消；
- confirm that the decisions which I have made on this Form of Acceptance cannot be withdrawn or altered;
確認本人於本接納表格上所作的決定不能被撤銷或更改；
- authorise NWD, the Offeror, NWCL and HSBC and/or such person or persons as any of them may direct to do all acts and things and to complete, amend and execute all documents on my behalf as may be necessary or desirable to give effect to or in connection with my acceptance of the Rule 13 Offer and/or instructions as described in this Form of Acceptance and have undertaken to execute any further assurance that may be required in respect of such acceptance and/or instructions if so called upon by the Offeror or NWCL;
授權新世界發展、要約人、新世界中國及滙豐及/或任何彼等可能指定的一名或多名人士，各自代表本人作出一切行動及事宜，並填妥、修訂及簽立為使落實本人就第13條要約所作出的接納及/或本指納表格所述的指示有關而可能屬必要或權宜之任何文件，及承諾簽立就要約人或新世界中國提出就有關接納及/或指示可能被要求之任何進一步保證；
- undertake to confirm and ratify any action properly or lawfully taken on my behalf by any attorney appointed by or pursuant to the Rule 13 Offer Letter and this Form of Acceptance; and
承諾確認及追認任何經或根據第13條要約函件及本接納表格委任的授權代表，代表本人適當地或合法地採取的任何行動；及
- confirm that I have read, understood and agreed to all of the terms and conditions of the Rule 13 Offer (including, without limitation, those set out in the Scheme Document, the Rule 13 Offer Letter and this Form of Acceptance) and that I have received and read the Scheme Document and the Rule 13 Offer Letter.
確認本人已閱讀、理解及同意第13條要約(包括但不限於載於計劃文件、第13條要約函件及本接納表格)的所有條款及條件，以及本人已收到並閱讀計劃文件及第13條要約函件。

This Form of Acceptance shall be governed by and construed in accordance with the laws of Hong Kong.
本接納表格應受香港法例管轄並據此解釋。

Signature of holder of NWCL Options 新世界中國購股權持有人簽名： _____ (Note 附註 5)

Name of holder of NWCL Options 新世界中國購股權持有人名稱： _____

Witness's Signature 見證人簽署： _____

Witness's Name 見證人姓名： _____

Date 日期： _____

Notes:

1. If acceptance under this Form of Acceptance is made in respect of some, but not all, of your outstanding NWCL Options, please insert in the tables the number of outstanding NWCL Options to which this Form of Acceptance relates. The number of NWCL Options to which this Form of Acceptance relates shall not exceed the number of outstanding NWCL Options registered under your name as at the Rule 13 Offer Record Date. If a higher number is inserted, the acceptance under this Form of Acceptance will be regarded as being made in respect of all your outstanding NWCL Options as at the Rule 13 Offer Record Date.
2. This Form of Acceptance is subject to the terms and conditions of the Rule 13 Offer as set out in the letter from HSBC dated 17 May 2014 to you in relation to the Rule 13 Offer.
3. This Form of Acceptance together with the relevant certificate(s) (if any) or any other document(s) evidencing the grant of the outstanding NWCL Options to you or other document(s) of title or entitlement (and/or any satisfactory indemnity or indemnities required in respect thereof) should be returned to the Offeror, **care of NWD at 25th Floor, New World Tower 1, 18 Queen's Road Central, Hong Kong, for the attention of the board of the Offeror and marked "New World China Land Limited — Rule 13 Offer" by no later than 4:30 p.m. (Hong Kong time) on Thursday, 31 July 2014 (or such later time and/or date as may be notified to you through announcement(s))**. No acknowledgement of receipt of any Form of Acceptance, the relevant certificate(s) (if any) or any other document(s) evidencing the grant of the outstanding NWCL Options or other document(s) of title or entitlement (and/or any satisfactory indemnity or indemnities required in respect thereof) will be given. Any holder of NWCL Option who has not returned to the Offeror an executed Form of Acceptance in the manner described above will not receive any NWCL Option Offer Price.
4. Within seven Business Days following the later of the date that the Rule 13 Offer becomes unconditional and the date of receipt of a valid acceptance, cheque(s) for payment of the NWCL Option Offer Price under the Rule 13 Offer will be issued in favour of the holder of NWCL Options and sent by ordinary post to such holder to the address set out in the "Mailing Address of holder of NWCL Options" above. In the absence of the requested information, the cheque(s) will be sent by ordinary post to your last known addresses maintained on the record of NWCL. Any such cheques so sent will be sent at the risk of the persons entitled thereto and none of the Offeror, NWD, HSBC and NWCL (nor any officer, representative or agent of any of them) will be liable for any loss or delay in the transmission.
5. Please sign at the place indicated to signify your acceptance of the Rule 13 Offer to the extent stated in this Form of Acceptance and insert the date of acceptance. If you fail to sign the Form of Acceptance, you will be treated as not having accepted the Rule 13 Offer in respect of any of your outstanding NWCL Options notwithstanding completion of the other parts of the Form of Acceptance.
6. If you are not resident in Hong Kong, the acceptance of the Rule 13 Offer or the receipt of the consideration for acceptance of the Rule 13 Offer may be subject to the laws of the relevant jurisdiction where you are located. You should inform yourself about and observe any applicable legal and regulatory requirements. If you wish to accept the Rule 13 Offer, it is your responsibility to satisfy yourself as to the full observance of the laws of your own jurisdiction in connection therewith, including the obtaining of any governmental or exchange control or other consents which may be required, or the compliance with other necessary formalities and the payment of any issue, transfer or other taxes due in such jurisdiction.
7. You are recommended to consult your professional advisers if you are in any doubt as to the taxation implications of the Rule 13 Offer and, in particular, whether the receipt of the consideration under the Rule 13 Offer will make you liable to taxation in Hong Kong or in other jurisdictions.
8. The Hongkong and Shanghai Banking Corporation Limited is a registered institution under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), registered with the Securities and Futures Commission under Central Entity number AAA523 and registered to conduct Type 1 (dealing in securities), Type 2 (dealing in futures contracts), Type 4 (advising on securities), Type 5 (advising on futures contracts), Type 6 (advising on corporate finance) and Type 9 (asset management) regulated activities, and a licensed bank under the Banking Ordinance (Chapter 155 of the Laws of Hong Kong).

附註：

1. 如按本接納表格就有關閣下部份但並非全部未行使新世界中國購股權作出接納，則請在表格填寫與本接納表格相關的未行使新世界中國購股權數目。與本接納表格有關之新世界中國購股權數目不應超過於第13條要約記錄日期閣下名下登記的未行使新世界中國購股權之數目。倘填寫更高的數字，根據本接納表格的接納將視為就第13條要約記錄日期閣下所有未行使新世界中國購股權作出。如未有在此填寫數目，根據本接納表格的接納將被視為就第13條要約記錄日期閣下所有未行使的新世界中國購股權而作出。
2. 本接納表格乃受滙豐就第13條要約於2014年5月17日寄發予閣下的函件所載的第13條要約的條款及條件所約束。
3. 本接納表格連同相關證書(如有)或證明向閣下授出未行使新世界中國購股權的任何其他文件或其他的擁有權或權利文件(及/或就此所需的任何可信納的一項或多項彌償保證)，最遲於2014年7月31日星期四下午四時三十分(香港時間)(或可能經由公告通知閣下較遲的時間及/或日期)前交回新世界發展，地址為香港中環皇后大道中18號新世界大廈1期25樓，註明收件人為要約人董事會並註明「新世界中國地產有限公司——第13條要約」，以轉交要約人。概不會確認收到本接納表格、相關證書(如有)或證明授出未行使新世界中國購股權的相關證書或其他的擁有權或權利文件(及/或就此所需的任何可信納的一項或多項彌償保證)。任何新世界中國購股權持有人沒有向要約人交回以上述方式簽署的接納表格，將不會收到任何新世界中國購股權要約價。
4. 第13條要約成為無條件之日期及收到有效接納日期較後者之後的七個營業日內，用於支付根據第13條要約項下新世界中國購股權要約價之支票將以新世界中國購股權持有人為受益人簽發，並以平郵方式按上述「新世界中國購股權持有人郵寄地址」所載地址向該持有人寄發。如並無所要求的資料，支票將會以平郵方式寄至新世界中國記錄所保存的閣下最後知悉之地址。按上述方式寄發的任何有關支票而涉及的郵誤由有權收取支票的人士承擔，要約人、新世界發展、滙豐及新世界中國(及彼等之任何職員、代表或代理人)將不會對遞送過程中產生的遺失或延誤承擔任何責任。
5. 請在所示的位置簽署以表示閣下在本接納表格所述範圍內接納第13條要約及填上接納日期。儘管閣下填妥本接納表格的其他部份，如未有簽署本接納表格，閣下將被視為並未就有關任何閣下的未行使新世界中國購股權接納第13條要約。
6. 如閣下並非香港居民，接納第13條要約或收取接納第13條要約的代價則可能須遵守閣下所居住地方的相關司法權區的法律。閣下應知悉並遵守任何適用的法律及法規要求。閣下如有意接納第13條要約，有責任信納已自行充分遵守閣下的司法權區的法律，包括獲得所需的任何政府或交易所監管或其他同意，或辦理其他任何必要手續並支付該司法權區的任何發行、過戶或其他應繳稅項。
7. 如閣下對第13條要約的稅務影響及尤其是對根據第13條要約收取代價是否導致閣下須承擔香港或其他司法權區稅務有任何疑問，建議諮詢閣下的專業顧問。
8. 香港上海滙豐銀行有限公司是證券及期貨條例(香港法例第571章)項下之註冊機構，並於證券及期貨事務監察委員會註冊，中央編號為AAA523，並註冊為可從事第1類(證券交易)、第2類(期貨合約交易)、第4類(就證券提供意見)、第5類(就期貨合約提供意見)、第6類(就企業融資提供意見)及第9類(資產管理)受規管活動，並為根據銀行業條例(香港法例第155章)之持牌銀行。