

The whole of this document must be returned to be valid. 本文件必須整份交還，方為有效。

Form A 表格甲

Provisional Allotment Letter No. 暫定配額通知書編號

IMPORTANT 重要提示

REFERENCE IS MADE TO THE PROSPECTUS (THE "PROSPECTUS") ISSUED BY NEW WORLD CHINA LAND LIMITED (THE "COMPANY") DATED 5 DECEMBER 2011 IN RELATION TO THE RIGHTS ISSUE. TERMS DEFINED IN THE PROSPECTUS SHALL BEAR THE SAME MEANINGS WHEN USED HEREIN UNLESS THE CONTEXT OTHERWISE REQUIRES. 請參閱新香港中國地產有限公司(「本公司」)於2011年12月5日發給招股說明書(「章程」)。除文義另有所指外，章程已界定的詞語在本文件中具有相同涵義。

Branch Share Registrar in Hong Kong: Tricor Standard Limited 26/F, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong



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之有限公司) (Stock Code: 917) (股份代號：917)

RIGHTS ISSUE OF 2,881,306,455 RIGHTS SHARES AT HK\$1.49 EACH ON THE BASIS OF ONE RIGHTS SHARE FOR EVERY TWO SHARES HELD ON THE RECORD DATE PAYABLE IN FULL ON ACCEPTANCE BY NO LATER THAN 4:00 P.M. ON MONDAY, 19 DECEMBER 2011

按每股 1.49 港元之價格 於記錄日期每持有兩股股份可獲一股供股股份的基準 供股發行 2,881,306,455 股供股股份 股款最遲須於 2011 年 12 月 19 日 星期一 下午 4 時正前接納時繳足

PROVISIONAL ALLOTMENT LETTER 暫定配額通知書

Name(s) and address of the Qualifying Shareholder(s) 合資格股東姓名及地址

Total number of Shares registered in your name(s) on Friday, 2 December 2011 於 2011 年 12 月 2 日 星期五登記於閣下名下的股份總數

Form A (Table A) for Box A (甲欄) and Box B (乙欄) for registration details.

Form A (Table A) for Box C (丙欄) and Box D (丁欄) for rights shares and subscription details.

TO ACCEPT THIS PROVISIONAL ALLOTMENT OF THE RIGHTS SHARES IN FULL, YOU MUST LODGE THIS DOCUMENT INTACT WITH THE COMPANY'S BRANCH SHARE REGISTRAR IN HONG KONG, TRICOR STANDARD LIMITED AT 26/F, TESBURY CENTRE, 28 QUEEN'S ROAD EAST, WANCHAI, HONG KONG, TOGETHER WITH A REMITTANCE IN HONG KONG DOLLARS FOR THE FULL AMOUNT SHOWN IN BOX C ABOVE SO AS TO BE RECEIVED BY THE COMPANY'S BRANCH SHARE REGISTRAR IN HONG KONG BY NOT LATER THAN 4:00 P.M. ON MONDAY, 19 DECEMBER 2011.

Termination of the Underwriting Agreement: The Rights Issue is conditional upon (i) the passing of the resolution for the increase of the authorised share capital of the Company by the Shareholders at the AGM; and (ii) the Underwriting Agreement becoming unconditional and not being terminated. The proposed increase of authorised share capital of the Company has been approved by the Shareholders at the AGM.

終止包銷協議：供股須待下列條件達成後方可進行：(i) 本公司股東在股東大會通過決議案增加本公司法定股本；及(ii) 包銷協議或為無條件且並無終止後，方可作實。

Termination of the Underwriting Agreement (continued): (1) any matter or circumstance arises as a result of which any of the conditions set out in the Underwriting Agreement has become incapable of satisfaction as at the required time; (2) any breach of any of the warranties and undertakings given by the Company in the Underwriting Agreement comes to the knowledge of the Underwriter, or there has been a material breach on the part of the Company of any other provision of the Underwriting Agreement.

Termination of the Underwriting Agreement (continued): (a) The Underwriting Agreement shall cease and terminate immediately and no party shall have any claim against the other party in respect of any matter or thing arising out of or in connection with the Underwriting Agreement (other than in respect of any antecedent breaches). If the Underwriter exercises such right, the Underwriting Agreement will become unconditional and the Rights Issue will not proceed.

It should be noted that the Shares have been dealt in on an ex-rights basis on the Stock Exchange from Monday, 28 November 2011. Dealings in the Rights Shares in the Nil-paid Form are expected to take place from Wednesday, 7 December 2011 to Wednesday, 14 December 2011 (both days inclusive).

Registered office of the Company: P.O. Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands

Principal place of business of the Company in Hong Kong: 9/F, New World Tower 1, 18 Queen's Road Central, Hong Kong

5 December 2011

本公司註冊辦事處：P.O. Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands

本公司香港主要營業地點：香港皇后大道中18號新世界大廈第1期9樓

2011年12月5日



New World China Land Limited

新世界中國地產有限公司

(incorporated in the Cayman Islands with limited liability)

(Stock Code: 917)

5 December 2011

Dear Qualifying Shareholder(s),

Reference is made to the prospectus (the "Prospectus") issued by New World China Land Limited (the "Company") dated 5 December 2011 in relation to the Rights Issue. In accordance with the terms and subject to the conditions set out in the Prospectus accompanying this document dispatched to the Qualifying Shareholders, the Directors have provisionally allotted to you the number of Rights Shares on the basis of one Rights Share for every two Shares registered in your name on the register of members of the Company on the Record Date (Friday, 2 December 2011). Your holding of the Shares on the Record Date is set out in Box A and the number of Rights Shares provisionally allotted to you is set out in Box B. Terms defined in the Prospectus have the same meanings herein unless the context indicates otherwise.

Any Rights Shares provisionally allotted, but not accepted, will be available for excess application by the Qualifying Shareholders using the accompanying form of application for excess Rights Shares ("Excess Application Form").

The Rights Shares, when allotted, issued and fully-paid, will rank pari passu in all respects with the then existing Shares in issue, such that holders of fully-paid Rights Shares will be entitled to receive all future dividends and distributions which are declared, made or paid on or after the date of allotment and issue of the Rights Shares.

The Prospectus Documents have not been registered or filed under any applicable securities or equivalent legislation of any territory or jurisdiction other than Hong Kong. No action has been taken to permit the Rights Issue in any territory or jurisdiction outside Hong Kong, unless in the relevant territory or jurisdiction such an offer or invitation could lawfully be made without compliance with any registration or other legal or regulatory requirements thereof. No person receiving a copy of the Prospectus, provisional allotment letter ("Provisional Allotment Letter") or Excess Application Form in any territory or jurisdiction outside Hong Kong may treat it as an offer or invitation to apply for the Rights Shares or excess Rights Shares, unless in the relevant territory or jurisdiction such an offer or invitation could lawfully be made without compliance with any registration or other legal or regulatory requirements thereof. Subject as referred to below, it is the responsibility of any person (including but not limited to nominee, agent and trustee) wishing to make an application for the Rights Shares to satisfy himself/herself/itself/themselves, before making the application as to the observance of the laws and regulations of all relevant territories or jurisdictions, including the obtaining of any governmental or other consents, and to pay any taxes and duties required to be paid in such territory or jurisdiction in connection therewith. Any acceptance of the offer of the Rights Shares by any person will be deemed to constitute a representation and warranty from such person to the Company that these local laws and requirements have been fully complied with. If you are in doubt about your position, you should consult your own professional advisers. The Company reserves the right to refuse to accept any application for the Rights Shares where it believes that doing so would violate the applicable securities legislation or other laws or regulations of any territory or jurisdiction.

No provisional allotment of the Rights Shares has been or will be made to any Non-Qualifying Shareholders and no Provisional Allotment Letter or Excess Application Form is being sent to them. The Company will send copies of the Prospectus to the Non-Qualifying Shareholders (if any) for their information only. The Company will make arrangements for the Rights Shares which would otherwise have been provisionally allotted to the Non-Qualifying Shareholders (if any) to be sold in the market in their nil-paid form as soon as practicable after dealings in the nil-paid Rights Shares commence and in any event before dealings in nil-paid Rights Shares end if a premium in excess of all expenses of sale can be achieved. The aggregate net proceeds of such sale will be distributed by the Company to the relevant Non-Qualifying Shareholders (pro-rata to their shareholdings on the Record Date), provided that if any of such persons would be entitled to a sum not exceeding HK\$100, such sum will be retained by the Company for its own benefit. Any unsold Rights Shares to which such Non-Qualifying Shareholders would otherwise have been entitled will be made available for excess application on the accompanying Excess Application Form by the Qualifying Shareholders.

TERMINATION OF THE UNDERWRITING AGREEMENT

The Rights Issue is conditional upon (i) the passing of the resolution for the increase of the authorised share capital of the Company by the Shareholders at the AGM; and (ii) the Underwriting Agreement becoming unconditional and not being terminated.

The proposed increase of authorised share capital of the Company has been approved by the Shareholders at the AGM. Please refer to the results announcement of the AGM dated 22 November 2011.

The Underwriting Agreement contains provisions granting the Underwriter, by notice in writing to the Company, the right to terminate the Underwriting Agreement on the occurrence of certain events.

The Underwriter may, by notice in writing to the Company, at any time prior to the Latest Time for Termination, terminate the Underwriting Agreement if:

- (1) any matter or circumstance arises as a result of which any of the conditions set out in the Underwriting Agreement has become incapable of satisfaction as at the required time;
- (2) any breach of any of the warranties and undertakings given by the Company in the Underwriting Agreement comes to the knowledge of the Underwriter, or there has been a material breach on the part of the Company of any other provision of the Underwriting Agreement, or the Underwriter has cause to believe that any such breach has occurred;
- (3) any event occurs or matter arises or is discovered, which, if it had occurred before the date of the Underwriting Agreement would have rendered any of the warranties and undertakings given by the Company in the Underwriting Agreement untrue, inaccurate, incomplete or misleading in any respect, comes to the knowledge of the Underwriter;
- (4) any statement contained in the Prospectus has become or been discovered to be untrue, inaccurate, incomplete or misleading in any material respect;
- (5) any matter arises or is discovered which would, if the Prospectus was to be issued at the time, constitute material omission thereof;
- (6) the Company's application to the Listing Committee of the Stock Exchange for permission for the listing of the Rights Shares (nil-paid and fully-paid) and permission to deal in the Rights Shares (nil-paid and fully-paid) on the Stock Exchange is withdrawn by the Company and/or refused by the Stock Exchange;
- (7) any event, act or omission occurs which gives or is likely to give rise to any liability of the Company pursuant to the indemnities referred to in the Underwriting Agreement;
- (8) there is any adverse change or prospective adverse change in the business or in the financial or trading position or prospects of any member of the Group which in the opinion of the Underwriter acting in good faith is material in the context of the Rights Issue; or
- (9) there has occurred, happened, come into effect or become public knowledge any event, series of events or circumstances concerning or relating to (whether or not foreseeable):
 - (i) any change in, or any events or series of events likely to result in any change in (whether or not permanent) local, national or international financial, political, economic, military, industrial, legal, fiscal, regulatory or securities market matters or conditions or currency exchange rates or exchange controls (including without limitation, any change in the system under which the value of the Hong Kong currency is linked to that of the United States) in Hong Kong, the United States, the European Union, the United Kingdom or the PRC;
 - (ii) any new laws, rules, statutes, ordinances, regulations, guidelines or circulars (in each case, to the extent mandatory or, if not complied with, the basis for legal or regulatory consequences), orders, judgements, decrees or rulings of any governmental authority (the "Laws") or changes in existing Laws or any change in the interpretation or application thereof by any court or other competent authority in Hong Kong or the PRC;
 - (iii) any event of force majeure affecting Hong Kong, the United States, the European Union, the United Kingdom or the PRC including, without limiting the generality thereof, any act of God, war, outbreak or escalation of hostilities (whether or not war is declared) or act of terrorism, or declaration of a national or international emergency or war, civil commotion, economic sanctions, explosion, epidemic, calamity or lock-out (whether or not covered by insurance);
 - (iv) the imposition of any moratorium, suspension or restriction on trading in securities generally on the Stock Exchange, the London Stock Exchange, the New York Stock Exchange or any major dispersion of any securities settlement or clearing services in Hong Kong or on commercial banking activities in Hong Kong, due to exceptional financial circumstances or otherwise;
 - (v) a change or development involving a prospective change in taxation or exchange control (or the implementation of any exchange control) in Hong Kong or the PRC; or
 - (vi) any suspension of dealings in the Shares for a period of over three consecutive Business Days (other than as a result of announcing the Rights Issue),which, in the opinion of the Underwriter:
 - (a) is or will be, or is likely to be, materially adverse to the general affairs, management, business, financial trading or other condition or prospects of the Group or to any present or prospective Shareholder in its capacity as such;
 - (b) has or will have or is likely to have a material adverse impact on the success of the Rights Issue or dealings in the Rights Shares in the secondary market; or
 - (c) makes it impracticable, inadvisable or inexpedient to proceed with the Rights Issue on the terms and in the manner contemplated in the Prospectus Documents.

In the event the Underwriter exercises its right to terminate the Underwriting Agreement upon the giving of written notice of termination prior to the Latest Time for Termination, all the obligations of the Underwriter and the Company under the Underwriting Agreement (save in respect of certain rights or obligations under the Underwriting Agreement) shall cease and terminate immediately and no party shall have any claim against the other party in respect of any matter or thing arising out of or in connection with the Underwriting Agreement (other than in respect of any antecedent breaches). If the Underwriter exercises such right, the Underwriting Agreement will not become unconditional and the Rights Issue will not proceed. Further announcement will be made if the Underwriting Agreement is terminated by the Underwriter.

IT SHOULD BE NOTED THAT THE SHARES HAVE BEEN DEALT IN ON AN EX-RIGHTS BASIS ON THE STOCK EXCHANGE FROM MONDAY, 28 NOVEMBER 2011. DEALINGS IN THE RIGHTS SHARES IN THE NIL-PAID FORM ARE EXPECTED TO TAKE PLACE FROM WEDNESDAY, 7 DECEMBER 2011 TO WEDNESDAY, 14 DECEMBER 2011 (BOTH DAYS INCLUSIVE). ANY SHAREHOLDER OR OTHER PERSON DEALING IN SHARES OR OTHER SECURITIES OF THE COMPANY UP TO THE DATE ON WHICH ALL THE CONDITIONS TO WHICH THE RIGHTS ISSUE IS SUBJECT ARE FULFILLED (AND THE DATE ON WHICH THE UNDERWRITER'S RIGHT OF TERMINATION OF THE UNDERWRITING AGREEMENT CEASES) AND ANY PERSON DEALING IN THE NIL-PAID RIGHTS SHARES DURING THE PERIOD FROM WEDNESDAY, 7 DECEMBER 2011 TO WEDNESDAY, 14 DECEMBER 2011 (BOTH DAYS INCLUSIVE) WILL ACCORDINGLY BEAR THE RISK THAT THE RIGHTS ISSUE MAY NOT BECOME UNCONDITIONAL OR MAY NOT PROCEED. IF IN ANY DOUBT, SHAREHOLDERS, AND OTHER PERSONS CONTEMPLATING DEALING IN SECURITIES OF THE COMPANY AND POTENTIAL INVESTORS ARE RECOMMENDED TO CONSULT THEIR PROFESSIONAL ADVISERS. SHAREHOLDERS AND POTENTIAL INVESTORS SHOULD EXERCISE CAUTION WHEN DEALING IN THE SECURITIES OF THE COMPANY.

PROCEDURE FOR ACCEPTANCE AND PAYMENT

To take up all your provisional allotment and entitlements in full, you must lodge the whole of this Provisional Allotment Letter intact with the Company's branch share registrar in Hong Kong, Tricor Standard Limited, 26/F, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong together with a remittance for the full amount payable on acceptance, as set out in Box C, so as to be received by the Company's branch share registrar in Hong Kong by no later than 4:00 p.m. on Monday, 19 December 2011. This will constitute acceptance of the provisional allotment and entitlements on the terms of this Provisional Allotment Letter and the Prospectus and subject to the memorandum and articles of association of the Company. All remittances must be made in Hong Kong dollars and must be forwarded either by cheques drawn on an account with, or cashier's order issued by, a licensed bank in Hong Kong. All such cheques and cashier's order must be made payable to "NEW WORLD CHINA LAND LIMITED — PROVISIONAL ALLOTMENT ACCOUNT" and crossed "Account Payee Only". No receipt will be given for such remittances. All enquiries in connection with this Provisional Allotment Letter should be addressed to the Company's branch share registrar in Hong Kong at the above address.

It should be noted that unless this duly completed Provisional Allotment Letter, together with the appropriate remittance as shown in Box C, has been received as described above by no later than 4:00 p.m. on Monday, 19 December 2011, whether by the original allottee or any person in whose favour the rights have been validly transferred, this provisional allotment and all rights and entitlements hereunder will be deemed to have been declined and will be cancelled. The Company may (at its sole discretion) treat a Provisional Allotment Letter as valid and binding on the person(s) by whom or on whose behalf it is lodged even if not completed in accordance with the relevant instructions.

Completion and return of this Provisional Allotment Letter will constitute a warranty and representation to the Company that all registration, legal and regulatory requirements of all relevant territories or jurisdictions other than Hong Kong, in connection with the Provisional Allotment Letter and any acceptance of it, have been, or will be, duly complied with.

TRANSFER

If you wish to transfer all of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder, you must complete and sign the form of transfer and nomination (Form B), and hand this Provisional Allotment Letter to the person(s) to or through whom you are transferring your rights hereunder. The transferee(s) must then complete and sign the registration application form (Form C) and lodge this Provisional Allotment Letter intact together with a remittance for the full amount payable on acceptance as set out in Box C with the Company's branch share registrar in Hong Kong, Tricor Standard Limited, 26/F, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong, so as to be received by the Company's branch share registrar in Hong Kong by no later than 4:00 p.m. on Monday, 19 December 2011. All remittances must be in Hong Kong dollars and cheques must be drawn on a bank account with, or cashier's order issued by, a licensed bank in Hong Kong and made payable to "NEW WORLD CHINA LAND LIMITED — PROVISIONAL ALLOTMENT ACCOUNT" and crossed "Account Payee Only". It should be noted that stamp duty is payable in connection with the transfer of your rights to subscribe for the relevant Rights Shares to the transferee(s) and the acceptance by the transferee(s) of such rights.

SPLITTING

If you wish to accept only part of your provisional allotment or wish to transfer a part of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder or to transfer all or part of your rights to more than one person, the original Provisional Allotment Letter must be surrendered and lodged for cancellation by no later than 4:30 p.m. on Friday, 9 December 2011 to the Company's branch share registrar in Hong Kong, Tricor Standard Limited, 26/F, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong, who will cancel the original Provisional Allotment Letter and issue new Provisional Allotment Letters in the denominations required, which will be available for collection at the office of the Company's branch share registrar in Hong Kong after 9:00 a.m. on the second Business Day after your surrender of the original Provisional Allotment Letter.

FRACTIONS OF RIGHTS SHARES

The Company will not provisionally allot fractions of Rights Shares. All fractions of Rights Shares will be aggregated (rounded down to the nearest whole number) and all nil-paid Rights Shares arising from such aggregation will be sold in the market for the benefit of the Company, if a premium (net of expenses) can be achieved, and the Company will retain the proceeds from such sale(s). Any unsold fractions of Rights Shares arising from such aggregation will be available for application on Excess Application Forms by the Qualifying Shareholders.

EXCESS RIGHTS SHARES

If you wish to apply for any Rights Shares in addition to those provisionally allotted to you, you should complete and sign the accompanying Excess Application Form for excess Rights Shares and lodge it, together with a separate remittance for the amount payable on application in respect of the excess Rights Shares applied for, in accordance with the instructions set out therein, with the Company's branch share registrar in Hong Kong, Tricor Standard Limited, 26/F, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong, so as to be received by the Company's branch share registrar in Hong Kong by no later than 4:00 p.m. on Monday, 19 December 2011 or such later time and/or date as may be agreed between the Company and the Underwriter. All remittances must be made in Hong Kong dollars and must be forwarded either by cheque drawn on an account with, or cashier's orders issued by, a licensed bank in Hong Kong. All such cheques and cashier's orders must be made payable to "NEW WORLD CHINA LAND LIMITED — EXCESS APPLICATION ACCOUNT" and crossed "Account Payee Only". No receipt will be given for such remittances.

It should be noted that the allotment of excess Rights Shares, if any, will be made at the discretion of the Board on a fair and equitable basis but with a view to giving preference to applications for less than a board lot of Rights Shares where they appear to the Board that such applications are made to round up odd-lot holdings to whole-lot holdings and that such applications are not made with the intention to abuse this mechanism; and subject to the availability of excess Rights Shares after allocation for the rounding up of odd-lot holdings to whole-lot holdings, the excess Rights Shares will be allocated to Qualifying Shareholders based on a sliding scale with reference to the number of the excess Rights Shares applied by them (i.e., Qualifying Shareholders applying for smaller number of Rights Shares will be allocated a higher percentage of the excess Rights Shares they have applied for whereas Qualifying Shareholders applying for a larger number of Rights Shares will be allocated a lower percentage of the excess Rights Shares they have applied for (although they will still receive a greater number of Rights Shares than those applying for a smaller number)).

CHEQUES AND CASHIER'S ORDERS

All cheques and cashier's orders will be presented for payment immediately upon receipt and all interest earned on such monies will be retained for the benefit of the Company. Any Provisional Allotment Letter in respect of which the accompanying cheque or cashier's order is dishonoured on first presentation is liable to be rejected. Completion and return of a Provisional Allotment Letter with a cheque and/or cashier's order, whether by you or by any nominated transferee, will constitute a warranty by the applicant that the cheque or cashier's order will be honoured on first presentation. Without prejudice to other rights of the Company in respect thereof, the Company reserves the right to reject any Provisional Allotment Letter in respect of which the accompanying cheque or cashier's order is dishonoured on first presentation, and in such event, the relevant provisional allotment and all rights and entitlements given pursuant to which will be deemed to have been declined and will be cancelled.

SHARE CERTIFICATES AND REFUND CHEQUES

Subject to the fulfillment of the conditions of the Rights Issue, it is expected that the Share certificates for the fully-paid Rights Shares will be posted by ordinary post by the Company's branch share registrar in Hong Kong, Tricor Standard Limited, to those entitled thereto at their own risk to their registered addresses on or before Thursday, 29 December 2011. You will receive one Share certificate for all the Rights Shares and excess Rights Shares (if any) allotted and issued to you.

Refund cheques in respect of wholly or partially unsuccessful applications for excess Rights Shares (if any) are expected to be posted by ordinary post at your own risk to your registered address, or other persons entitled thereto, on or before Thursday, 29 December 2011.

GENERAL

Lodgment of this Provisional Allotment Letter with, where relevant, the form of transfer and nomination purporting to have been signed by the person(s) in whose favour it has been issued, shall be conclusive evidence of the title of the party or parties lodging it to deal with the same and to receive split Provisional Allotment Letters and/or the Share certificates for Rights Shares.

This Provisional Allotment Letter and any acceptance of the offer contained therein shall be governed by, and construed in accordance with, the laws of Hong Kong.

All documents in relation to the Rights Issue, including Share certificates and refund cheques, will be sent by ordinary post at the risk of the relevant applicants or other persons entitled thereto.

Further copies of the Prospectus giving details of the Rights Issue are available from the Company's branch share registrar in Hong Kong, Tricor Standard Limited, 26/F, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong.

Yours faithfully,
for and on behalf of
New World China Land Limited
Cheng Kar-shun, Henry
Chairman and Managing Director



New World China Land Limited

新世界中國地產有限公司

(於開曼群島註冊成立之有限公司)

(股份代號：917)

敬啟者：

謹請參閱新世界中國地產有限公司(「本公司」)於2011年12月5日就供股而刊發之章程(「章程」)。根據本文件寄發予合資格股東的章程所載的條款及條件，董事已按記錄日期(即2011年12月2日星期五)在本公司股東名冊登記於閣下名下每股股份獲發一股供股股份數目的比例，向閣下暫定配發供股股份。閣下於記錄日期所持有的股份數目列於甲欄，而暫定配發予閣下的供股股份數目則列於乙欄。除定義另有指外，章程已界定的詞語在本文件具有相同涵義。

已暫定配發但不獲接納的供股股份，可供合資格股東以隨附的額外供股股份申請表格(「額外申請表格」)額外申請認購。

供股股份之配發、發行及繳足股款後將在各方面與當時已發行股份享有同等權益，即該等已繳足股款的供股股份的持有人亦有權收取供股股份配發及發行日期當日或以後宣派、作出或派付的一切股息及分派。章程文件並無規管香港以外任何地區或司法權區的任何適用證券法或對等法例登記或備案。除非可在毋須辦理該地區或司法權區其他法例或監管規定的情況下於有關地區或司法權區合法提出要約或邀請，否則並無就供股於香港以外任何地區或司法權區獲得准許而辦理任何手續。任何在香港以外地區或司法權區的人士倘接獲章程、暫定配額通知書(「暫定配額通知書」)或額外申請表格，除非要在毋須辦理該地區或司法權區任何登記手續或符合該地區或司法權區其他法例及監管規定的情況下於有關地區或司法權區合法提出要約或邀請，否則不得視為申請供股股份或額外供股股份的要約或邀請。在下文所述者規限下，任何人士(包括但不限於代名人、代理商及信託人)如欲為本身申請認購供股股份，在作出申請前，有責任遵守一切有關地區或司法權區的法例及規例，包括取得任何政府或其他方面的同意，以及繳付該地區或司法權區規定須就繳付的任何稅款及費。任何人士接納供股股份要約將被視為該人士向本公司作出聲明及保證，其已全面遵守該等地方法律及規定。閣下如對本身狀況有任何疑問，應諮詢閣下本身的專業顧問。倘本公司相信接納有關申請會觸犯任何地區或司法權區的適用證券法或其他法例或規例，本公司保留權利拒絕接納任何認購供股股份的申請。

任何不合資格股東並無亦將不會獲配發暫定配額供股股份，本公司亦不會向彼等寄發暫定配額通知書或額外申請表格。本公司將向不合資格股東(如有)寄發章程，惟僅供參考之用。倘扣除一切出售費用後仍有溢價，本公司會安排原應暫定配發予不合資格股東(如有)之供股股份在未繳股款供股股份開始買賣後盡快而無論如何在未繳股款供股股份結束買賣前以未繳股款方式於市場出售。本公司會將以上出售所得款項淨額，按記錄日期不合資格股東所持股權比例分派予有關不合資格股東，惟倘任何有關人士可獲金額不超過100港元，則有關款項將撥歸本公司所有。不合資格股東原應有權獲配發而未出售之供股股份可供合資格股東以隨附之額外申請表格額外申請認購。

終止包銷協議

供股須待(i)股東於股東週年大會通過決議案增加本公司法定股本；及(ii)包銷協議成為無條件且並無終止後，方可作實。

股東已於股東週年大會上批准建議增加本公司法定股本。請參閱日期為2011年11月22日股東週年大會之結果公佈。

包銷協議載有條文賦予包銷商在發生若干事件之情況下向本公司發出書面通知終止包銷協議之權利。

倘發生以下事件，包銷商可於最後終止時間之前任何時間向本公司發出書面通知終止包銷協議：

- 發生任何事宜或情況致使包銷協議所載之任何條件變成不能於指定時間達成；
- 包銷商得知本公司於包銷協議內作出之任何保證及承諾遭任何違反，或本公司嚴重違反包銷協議任何其他條文，或包銷商有理由相信已發生任何有關違反；
- 包銷商得知發生或發現任何事件或事宜，而該等事件或事宜倘發生於包銷協議日期之前，將會導致本公司於包銷協議作出之任何保證及承諾在任何方面變成失實、不準確、不完整或有誤導成份；
- 章程所載之任何聲明已變成或被發現在任何重大方面屬失實、不準確、不完整或有誤導成份；
- 發生或發現任何事宜，而倘於當時刊登章程，該等事宜將構成一項重大遺漏；
- 本公司向聯交所上市委員會作出之供股股份(未繳股款及繳足股款)於聯交所上市及買賣之申請遭本公司撤回及/或遭聯交所拒絕受理；
- 發生任何事件、行為或遺漏而導致或可能導致本公司根據包銷協議所述之彌償保證負上責任；
- 本集團任何成員公司之業務或財務或經營狀況或前景出現任何不利變動或預期不利變動，而真誠行事之包銷商認為該等不利變動就供股而言乃屬重大；或
- 發生、出現、浮現或公眾得知任何事件、連串事件或情況涉及或關乎(無論是否可以預見)：
 - 於香港、美國、歐盟、英國或中國之本地、全國性或國際金融、政治、經濟、軍事、工業、法律、財政、監管或證券市場情況或條件或任何貨幣匯率或外匯管制(包括但不限於港元與美元聯繫匯率制度之任何變動)出現任何變動，或發生任何事件或一系列事件可能導致任何變動(不論是否屬永久性)；
 - 香港或中國之任何法院或其他主管當局發布任何新法例、規則、法規、條例、規例、指引或通告(於各情況下，均為強制性，或如不遵從，則成為引致法律或監管後果之基礎)、法令、判決、判令或任何政府機關之裁定(「法例」)，或改變現行之法例或更改其詮釋或應用；
 - 任何影響香港、美國、歐盟、英國或中國之不可抗力事件，包括(但不限於其一般性)天災、戰爭、爆發或敵對事件升級(不論是否宣戰)或恐怖主義行為，或宣佈全國性或國際性緊急狀態或戰爭、公共混亂、經濟制裁、爆炸、流行病、災難或停工(無論是否受保險保障)；
 - 因特殊金融狀況或其他情況，導致聯交所、倫敦證券交易所、紐約證券交易所整體全面停止、暫停或限制證券買賣，或香港的證券結算或交收服務出現任何重大中斷，或香港的商業銀行活動出現任何停止、暫停或限制；
 - 涉及香港或中國之稅項或外匯管制(或實施任何外匯管制)之變動或預期變動之發展；或
 - 股份於連續三個營業日以上期間暫停買賣(因刊發供股之公佈而暫停者除外)，而包銷商認為：
 - 對本集團之整體事務、管理、業務、財務營運或其他狀況或前景或對任何現有或未來之股東(以此身份)造成或將會造成或可能造成重大不利影響；
 - 對供股之順利完成或供股股份於第二市場之買賣造成或將會造成或可能造成重大不利影響；或
 - 導致按章程文件所擬定之條款及方式進行供股成為不可行、不明智或不適宜。

倘包銷商於最後終止時間之前發出書面通知終止其終止包銷協議之權利，除包銷協議下之若干權利或責任外，包銷商及本公司於包銷協議下之所有責任將立即終止及終結，任何一方均不得就包銷協議引致或與之有關之任何事宜或事情向其他訂約方提出任何申索(有關任何先行違反者則除外)。倘包銷商行使上述權利，包銷協議將不會成為無條件，供股亦不會進行。倘包銷商終止包銷協議，本公司將另行刊發公佈。

謹請注意，股份自2011年11月28日星期一起於聯交所除權基準買賣，而未繳股款供股股份預期於2011年12月7日星期三至2011年12月14日星期三(包括首尾兩天)期間買賣。於供股之條件全部達成日期(及包銷商終止包銷協議之權利結束日期)之前買賣股份或本公司其他證券之股東或其他人士，以及於2011年12月7日星期三至2011年12月14日星期三(包括首尾兩天)期間買賣未繳股款供股股份之任何人士，須相應承擔供股未必會成為無條件或可能不會進行之風險。如有任何疑問，股東、其他有意買賣本公司證券之人士及潛在投資者應諮詢彼等之專業顧問。股東及潛在投資者在買賣本公司證券時務請審慎行事。

接納及付款手續

閣下如欲接納全部暫定配額及享有權，須將本暫定配額通知書整份連同丙欄所示接納時應繳的全部款項，於2011年12月19日星期一下午4時正前送交本公司的股份過戶登記處香港分處卓佳標準有限公司，地址為香港灣仔皇后大道東28號金鐘匯中心26樓。辦妥上述手續即表示閣下已同意按照本暫定配額通知書與章程的條款，並在本公司的組織章程大綱及細則的規限下接納暫定配額及享有權。所有款項須以港元繳付，並以香港持牌銀行戶口開出的支票或香港持牌銀行發出的銀行本票支付。所有該等支票及銀行本票須註明抬頭人為「新世界中國地產有限公司—暫定配額戶口」，並以「只准入抬頭人賬戶」方式劃線開出。本公司不會發出收據。所有關於本暫定配額通知書的查詢應寄予本公司的股份過戶登記處香港分處(地址見上文)。

敬請注意，除非正式填妥的暫定配額通知書連同丙欄所示的適當款項如上文所述於2011年12月19日星期一下午4時正前由原承讓人或任何已有效承讓供股股份認購權的人士提交，否則該等暫定配額及一切有關權利及享有權將視作放棄並會註銷。本公司可全權酌情決定暫定配額通知書的效力，並對自行或由代表應交表格的人士具約束力(即使該等人士並未依照有關指示填妥表格)。

填妥及交回本暫定配額通知書即表示向本公司保證及聲明已經或將會就暫定配額通知書及接納暫定配額通知書全面遵守香港以外所有有關地區或司法權區的一切登記、法律及監管規定。

轉讓

閣下如欲將全部暫定配發予閣下的可供認購供股股份的權利轉讓他人，必須填妥及簽署轉讓及提名表格(表格G)，並將本暫定配額通知書交予閣下認購權的承讓人或轉讓經手人。承讓人須填妥及簽署登記申請表格(表格H)，並將本暫定配額通知書連同丙欄所示須於接納時繳出的款項於2011年12月19日星期一下午4時正前送交本公司的股份過戶登記處香港分處卓佳標準有限公司，地址為香港灣仔皇后大道東28號金鐘匯中心26樓。所有款項須以港元繳付，並以香港持牌銀行戶口開出的支票或香港持牌銀行發出的銀行本票支付，註明抬頭人為「新世界中國地產有限公司—暫定配額戶口」，並以「只准入抬頭人賬戶」方式劃線開出。敬請留意，就認購有關供股股份的權利轉讓予承讓人及承讓人接納有關權利時須支付印花稅。

分析

閣下如只擬接納部份暫定配額，或轉讓根據本暫定配額通知書暫定配發予閣下的供股股份的部份認購權利，或向超過一名人士轉讓閣下全部或部份權利，則必須於2011年12月9日星期五下午4時30分前將原暫定配額通知書交回本公司的股份過戶登記處香港分處卓佳標準有限公司(地址為香港灣仔皇后大道東28號金鐘匯中心26樓)並要求註銷該原有通知書而卓佳標準有限公司將會註銷原有暫定配額通知書，並按所需數目發出多份新暫定配額通知書，該等新暫定配額通知書可於閣下交回原有暫定配額通知書後第二個營業日上午9時正後在本公司的股份過戶登記處香港分處的辦事處領取。

零碎供股股份

本公司不會暫定配發零碎供股股份。本公司將會彙集所有零碎的供股股份(下調至最接近整數)，倘扣除開支可獲得溢價，則將所彙集的全部未繳股款供股股份為本公司利益於市場出售，收益撥歸本公司所有。彙集所產生而未出售的零碎供股股份可供合資格股東以額外申請表格申請。

額外供股股份

閣下如欲申請認購暫定配發予閣下以外的任何供股股份，必須按指示填妥及簽署隨附的額外申請表格，並連同所申請認購額外供股股份須另行支付的款項，於2011年12月19日星期一下午4時正或本公司發登記申請表格(表格G)，並將本暫定配額通知書連同丙欄所示須於接納時繳出的款項於2011年12月19日星期一下午4時正前送交本公司的股份過戶登記處香港分處卓佳標準有限公司，地址為香港灣仔皇后大道東28號金鐘匯中心26樓。所有該等支票及銀行本票須註明抬頭人為「新世界中國地產有限公司—額外供股戶口」，並以「只准入抬頭人賬戶」方式劃線開出。本公司不會發出收據。

敬請留意，額外供股股份的配發(如有)將由董事會以公平公正基準酌情分配，惟優先考慮認購少於一手買賣單位的供股股份，而董事會認為此舉旨在補足所碎股成完整一手買賣單位，且並非有意濫用此機制的申請。若該湊足所碎股成完整股份買賣單位分配後尚有額外供股股份，額外供股股份會基於所申請額外供股股份數目相對應調整方式分配予合資格股東，即申請較小數目供股股份的合資格股東所獲額外供股股份數目佔其申請數目的百分比比較高，而申請較大數目供股股份的合資格股東可獲的供股股份數目雖然較申請小數目的股東多，但所獲額外供股股份數目佔其申請數目的百分比則較低。

支票及銀行本票

全部支票及銀行本票將於接獲後立即匯出，而有關款項所產生的所有利息將撥歸本公司所有。支票或銀行本票於首次過戶時未能兌現，則任何有關暫定配額通知書可遭拒絕受理。填妥及交回暫定配額通知書連同支票及/或銀行本票(不論由閣下或任何獲提名承讓人交回)，即表示申請人保證該支票或銀行本票於首次過戶時兌現。倘任何支票或銀行本票於首次過戶時未能兌現，則本公司保留拒絕受理任何暫定配額通知書的權利，但不影響本公司的其他有關權利。在該情況下，該暫定配額及據此給予的一切有關權利及享有權將視作放棄及會註銷。

股票及退款支票

待供股的條件達成後，預期繳足股款供股股份的股票將於2011年12月29日星期四或之前由本公司的股份過戶登記處香港分處卓佳標準有限公司以普通郵遞方式寄予有權收取股票的人士的登記地址，郵誤風險概由彼等承擔。閣下將就所獲配發及發行的全部供股股份及額外供股股份(如有)獲發一張股票。

全部或部份未獲接納額外供股股份的申請的退款支票(如有)預期於2011年12月29日星期四或之前以普通郵遞方式按閣下登記地址寄予閣下或其他有權收取款項的人士，郵誤風險由閣下或上述人士承擔。

一般事項

將本暫定配額通知書連同(如有關)承讓人簽署的轉讓及提名表格一併交回，即已最終證明交回上述文件的人士有權處理本暫定配額通知書與轉讓及提名表格，並有權收取分拆後暫定配額通知書及/或供股股份股票。

本暫定配額通知書及任何接納本通知書所載的要約均受香港法例監管，並按其詮釋。

有關供股的所有文件(包括股票及退款支票)將以普通郵遞方式發出，郵誤風險概由有關申請人及有權領取上述文件的其他人士承擔。

載有供股詳情的章程可向本公司的股份過戶登記處香港分處卓佳標準有限公司索取，地址為香港灣仔皇后大道東28號金鐘匯中心26樓。

此致

列位合資格股東 台照

代表
新世界中國地產有限公司
主席兼董事總經理
鄭家純
謹啟

IN THE EVENT OF TRANSFER OF RIGHTS TO SUBSCRIBE FOR RIGHTS SHARE(S), HONG KONG STAMP DUTY IS PAYABLE ON EACH SALE AND EACH PURCHASE. A GIFT OR TRANSFER OF BENEFICIAL INTEREST OTHER THAN BY WAY OF SALE IS ALSO LIABLE TO HONG KONG STAMP DUTY. EVIDENCE OF PAYMENT OF AD VALOREM STAMP DUTY WILL BE REQUIRED BEFORE REGISTRATION OF ANY TRANSFER OF ENTITLEMENT(S) TO THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT.
在轉讓認購供股股份的權利時，每宗買賣雙方均須繳付香港印花稅。除出售外，饋贈或轉讓實益權益亦須繳付香港印花稅。登記轉讓本文件所指的任何供股股份配額前，須出示已繳付從價印花稅的證明。

FORM B
表格乙

FORM OF TRANSFER AND NOMINATION
轉讓及提名表格

(To be completed and signed only by the Qualifying Shareholder(s) who wish(es) to transfer all of his/her/their/its rights to subscribe for the Rights Shares comprised herein)
(僅供有意轉其/彼等讓認購本文件所列供股股份的全部權利的合資格股東填寫及簽署)

To: The Directors,
New World China Land Limited
致：新世界中國地產有限公司
列位董事 台照

Dear Sir/Madam,
I/We hereby transfer all my/our rights to subscribe for the Rights Shares comprised in this provisional allotment letter to the person(s) accepting the same and signing the registration application form (Form C) below.

敬啟者：
本人/吾等謹將本暫定配額通知書所列本人/吾等認購供股股份的全部權利轉讓予接受此權利並簽署下列登記申請表格(表格丙)之人士。

1. _____ 2. _____ 3. _____ 4. _____

Signature(s) of Shareholder(s) (all joint Shareholders must sign) 股東簽署(所有聯名股東均須簽署)

Date: _____ 2011

日期：2011年_____月_____日

Stamp duty of HK\$5 and ad valorem stamp duty are payable by the transferor(s) if this form is completed.

填妥本表格後，轉讓人須支付5港元的印花稅及從價印花稅。

FORM C
表格丙

REGISTRATION APPLICATION FORM
登記申請表格

(To be completed and signed only by the person(s) to whom the rights to subscribe for the Rights Shares have been transferred)
(僅供已獲轉讓可認購供股股份的權利的人士填寫及簽署)

To: The Directors,
New World China Land Limited
致：新世界中國地產有限公司
列位董事 台照

Dear Sir/Madam,
I/We request you to register the number of Rights Shares mentioned in Box B of Form A in my/our name(s) and I/we agree to accept the same on the terms set out in this provisional allotment letter and the accompanying Prospectus and subject to the memorandum and articles of association of the Company.

敬啟者：
本人/吾等謹請閣下將表格甲中乙欄所列數目的供股股份登記於本人/吾等名下，本人/吾等同意按照本暫定配額通知書及隨附章程所載的條款，並在貴公司的組織章程大綱及細則的規限下接納此等股份。

Existing Shareholder(s)
please mark "X" in this box
現有股東請在本欄內填上「x」號

To be completed in BLOCK LETTERS in ENGLISH. Joint applicants should give the address of the first-named applicant only.
請用英文正楷填寫。聯名申請人僅須填寫排名首位的申請人的地址。
For Chinese applicant, please provide your name in both English and Chinese.
中國籍申請人請同時填寫中、英文姓名。

Name in English 英文姓名	Family name or Company name 姓氏或公司名稱	Other name(s) 名字	Name in Chinese 中文姓名	
Name continuation and/or names of joint applicant(s) in English 申請人續姓名及/或聯名申請人英文姓名				
Address in English 英文地址				
Occupation 職業			Tel. no. 電話號碼	
Dividend Instructions 派息指示				
Name and address of Bank 銀行名稱及地址				Bank Account no. 銀行賬戶號碼

1. _____ 2. _____ 3. _____ 4. _____

Signature(s) of applicant(s) (all joint applicant(s) must sign) 申請人簽署(所有聯名申請人均須簽署)

Date: _____ 2011

日期：2011年_____月_____日

Stamp duty of HK\$5 and ad valorem stamp duty are payable by the transferee(s) if this form is completed.

填妥本表格後，承讓人須支付5港元的印花稅及從價印花稅。