

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 28 OCTOBER 2009 IN RELATION TO THE RIGHTS ISSUE. TERMS DEFINED IN THE PROSPECTUS SHALL BEAR THE SAME MEANINGS WHEN USED HEREIN UNLESS THE CONTEXT OTHERWISE REQUIRES.

謹請參考新世界中國地產有限公司(「本公司」)於2009年10月28日就供股而刊發的章程(「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。

IF YOU ARE IN DOUBT ABOUT THIS DOCUMENT OR AS TO THE ACTION TO BE TAKEN OR IF YOU HAVE SOLD OR TRANSFERRED ALL OR PART OF YOUR SHARES, YOU SHOULD CONSULT YOUR LICENSED SECURITIES DEALER OR REGISTERED INSTITUTION IN SECURITIES, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER.

閣下如對本文件或應採取之行動有任何疑問或已將名下的全部或部份股份出售或轉讓，應諮詢閣下的持牌證券交易商或持牌證券機構、銀行經理、律師、專業會計師或其他專業顧問。

THIS DOCUMENT IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS DOCUMENT AND THE ACCOMPANYING FORM OF APPLICATION FOR EXCESS RIGHTS SHARES EXPIRES AT 4:00 P.M. ON WEDNESDAY, 11 NOVEMBER 2009.

本文件具有價值及可轉讓，務請閣下立即處理。本文件及隨附的額外供股股份申請表格所載的要約於2009年11月11日星期三下午4時正截止。

DEALINGS IN THE SHARES AND THE RIGHTS SHARES IN THEIR NIL-PAID AND FULLY-PAID FORMS MAY BE SETTLED THROUGH CCASS AND YOU SHOULD CONSULT YOUR LICENSED SECURITIES DEALER OR REGISTERED INSTITUTION IN SECURITIES, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER FOR DETAILS OF THOSE SETTLEMENT ARRANGEMENTS AND HOW SUCH ARRANGEMENTS MAY AFFECT YOUR RIGHTS AND INTERESTS.

買賣股份與未繳股款及繳足股款的供股股份可透過中央結算系統進行交易，有關交易安排的詳情及對閣下權利及權益的影響，應諮詢閣下的持牌證券交易商或持牌證券機構、銀行經理、律師、專業會計師或其他專業顧問。

A COPY OF THIS PROVISIONAL ALLOTMENT LETTER, TOGETHER WITH A COPY OF THE PROSPECTUS AND THE RELATED EXCESS APPLICATION FORM HAVING ATTACHED THERETO AND THE DOCUMENTS SPECIFIED IN THE PARAGRAPH HEADED "DOCUMENTS DELIVERED TO THE REGISTRAR OF COMPANIES" IN APPENDIX III TO THE PROSPECTUS HAVE BEEN REGISTERED WITH THE REGISTRAR OF COMPANIES IN HONG KONG AS REQUIRED BY SECTION 342C OF THE COMPANIES ORDINANCE. THE REGISTRAR OF COMPANIES IN HONG KONG AND THE SECURITIES AND FUTURES COMMISSION OF HONG KONG ("SFC") TAKE NO RESPONSIBILITY AS TO THE CONTENTS OF ANY OF THESE DOCUMENTS.

本暫定配額通知書連同章程及隨附的有關額外申請表格及章程附錄三「送交公司註冊處的文件」一段所述的文件，已按照公司條例第342C條的規定送交香港公司註冊處登記。香港公司註冊處及香港證券及期貨事務監察委員會(「證監會」)對該等文件的內容概不負責。

HONG KONG EXCHANGES AND CLEARING LIMITED, THE STOCK EXCHANGE AND HKSCC TAKE NO RESPONSIBILITY FOR THE CONTENTS OF THIS DOCUMENT, MAKE NO REPRESENTATION AS TO ITS ACCURACY OR COMPLETENESS AND EXPRESSLY DISCLAIM ANY LIABILITY WHATSOEVER ARISING FROM OR IN RELIANCE UPON THE WHOLE OR ANY PART OF THE CONTENTS OF THIS DOCUMENT.

香港交易及結算所有限公司、聯交所及香港結算對本文件的內容概不負責，對其準確性或完整性亦不發表任何聲明，並表明不會就本文件的全部或任何部份內容或產生或因倚賴該等內容而引致的任何損失承擔任何責任。

SUBJECT TO THE GRANTING OF THE LISTING OF, AND PERMISSION TO DEAL IN, THE RIGHTS SHARES IN BOTH THEIR NIL-PAID AND FULLY-PAID FORMS ON THE STOCK EXCHANGE, AS WELL AS COMPLIANCE WITH THE STOCK ADMISSION REQUIREMENTS OF HKSCC, THE RIGHTS SHARES IN THEIR NIL-PAID AND FULLY-PAID FORMS WILL BE ACCEPTED AS ELIGIBLE SECURITIES BY HKSCC FOR DEPOSIT, CLEARANCE AND SETTLEMENT IN CCASS WITH EFFECT FROM THE RESPECTIVE COMMENCEMENT DATES OF DEALINGS IN THE RIGHTS SHARES IN THEIR NIL-PAID AND FULLY-PAID FORMS ON THE STOCK EXCHANGE OR SUCH OTHER DATE(S) AS DETERMINED BY HKSCC. SETTLEMENT OF TRANSACTIONS BETWEEN PARTICIPANTS OF THE STOCK EXCHANGE ON ANY TRADING DAY IS REQUIRED TO TAKE PLACE IN CCASS ON THE SECOND TRADING DAY THEREAFTER. ALL ACTIVITIES UNDER CCASS ARE SUBJECT TO THE GENERAL RULES OF CCASS AND CCASS OPERATIONAL PROCEDURES IN EFFECT FROM TIME TO TIME.

待未繳股款及繳足股款的供股股份獲准於聯交所上市及買賣，並遵守香港結算的股份收納規定後，未繳股款及繳足股款供股股份將獲香港結算收納為合資格證券，由未繳股款及繳足股款供股股份各自於聯交所開始買賣日期或由香港結算指定的其他日期起，可在中央結算系統內寄存、結算及交收。聯交所參與者之間於任何交易日進行交易的交收須於其後的第二個交易日於中央結算系統內進行。所有中央結算系統內的活動均依據不時有效的中央結算系統一般規則及中央結算系統運作程序進行。



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 1,918,584,241 RIGHTS SHARES OF HK\$0.10 EACH
AT HK\$2.55 PER RIGHTS SHARE ON THE BASIS OF ONE RIGHTS SHARE FOR
EVERY TWO SHARES HELD AT 5:00 P.M. ON THE RECORD DATE
PAYABLE IN FULL ON ACCEPTANCE
BY NO LATER THAN 4:00 P.M. ON WEDNESDAY, 11 NOVEMBER 2009

供股

按每股供股股份2.55港元的價格

於記錄日下午5時正每持有兩股股份可認購一股供股股份的基準

發行1,918,584,241股每股面值0.10港元的供股股份

股款須不遲於2009年11月11日星期三下午4時正接納時繳足

PROVISIONAL ALLOTMENT LETTER

暫定配額通知書

Branch Share Registrar in Hong Kong:

Tricor Standard Limited

26/F, Tesbury Centre,

28 Queen's Road East,

Wanchai, Hong Kong

股份過戶登記處香港分處:

卓佳標準有限公司

香港灣仔皇后大道東28號

金鐘匯中心26樓

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

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

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) at 5:00 p.m. on Friday, 23 October 2009

於2009年10月23日星期五下午5時正登記於閣下名下的股份總數

Box A

甲欄

Number of Rights Shares provisionally allotted to you subject to payment in full on acceptance by no later than 4:00 p.m. on Wednesday, 11 November 2009

暫定配發予閣下的供股股份數目，有關股款須不遲於2009年11月11日星期三下午4時正接納時繳足

Box B

乙欄

Total subscription monies payable

應繳認購款項總額

Box C

丙欄

HKS 港元

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 THE PROSPECTUS AND THE PROVISIONAL ALLOTMENT LETTER, TOGETHER WITH A COPY OF THE PROSPECTUS AND THE RELATED EXCESS APPLICATION FORM HAVING ATTACHED THERETO AND THE DOCUMENTS SPECIFIED IN THE PARAGRAPH HEADED "DOCUMENTS DELIVERED TO THE REGISTRAR OF COMPANIES" IN APPENDIX III TO THE PROSPECTUS HAVE BEEN REGISTERED WITH THE REGISTRAR OF COMPANIES IN HONG KONG AS REQUIRED BY SECTION 342C OF THE COMPANIES ORDINANCE. THE REGISTRAR OF COMPANIES IN HONG KONG AND THE SECURITIES AND FUTURES COMMISSION OF HONG KONG ("SFC") TAKE NO RESPONSIBILITY AS TO THE CONTENTS OF ANY OF THESE DOCUMENTS.

THE RIGHTS ISSUE IS CONDITIONAL UPON THE UNDERWRITING AGREEMENT BEING UNCONDITIONAL. IF THE CONDITIONS (AS SET OUT IN THE SECTION HEADED "Letter from the Board - Terms of the Rights Issue - Underwriting arrangements - Conditions of the Rights Issue and the Underwriting Agreement" in the Prospectus of the Rights Issue) are not fulfilled (or waived) or if the Joint Underwriters terminate the Underwriting Agreement, the Rights Issue will not proceed.

The Joint Underwriters may at any time prior to the Latest Time for Termination terminate the Underwriting Agreement if: (1) any material breach of any of the warranties or the undertakings given by the Company and NWD in the Underwriting Agreement comes to the knowledge of either of the Joint Underwriters; or there has been a material breach on the part of the Company or NWD of any other provision of the Underwriting Agreement; or (2) any event occurs or matter arises, which, if it had occurred before the date of the Underwriting Agreement or before any of the times on which the warranties given by the Company and NWD in the Underwriting Agreement are deemed to be given, would have rendered any of those warranties untrue, incorrect or misleading in any material respect; or (3) any statement contained in the Prospectus has become or been discovered to be untrue, incorrect, incomplete or misleading in any material respect; or matters have arisen or are being discovered which would, if the Prospectus was to be issued at the time, constitute a material omission therefrom; or (4) the Company is required to produce a Supplementary Prospectus; or (5) there is any 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 Joint Underwriters acting in good faith is material in the context of the Rights Issue; or (6) permission to deal in and listing of all the Rights Shares (in their nil paid and fully paid forms) has been withdrawn by the Stock Exchange; or (7) 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 event or series of events resulting in a change in (whether or not permanent) local, national or international financial, political, military, industrial, economic, legal, fiscal, regulatory or securities market matters or conditions or currency exchange rates or exchange controls (including but not limited to any moratorium, suspension or material restriction on trading in shares or securities generally, or the establishment of minimum prices, on the Stock Exchange; or (ii) the declaration of a banking moratorium by Hong Kong authorities; or (iii) any moratorium, suspension or material restriction on trading in shares or securities generally, or the establishment of minimum prices, on the Stock Exchange; or (iv) any suspension of dealings in the Shares for more than a period of three consecutive Business Days (as then as a result of announcing the Rights Issue); and (v) the effect of any of the matters listed in (i) to (iv) above (in the opinion of the Joint Underwriters acting in good faith): (a) is materially adverse to, or will materially and prejudicially affect, the Group or its prospects; (b) is material in the context of the Rights Issue; or (c) will or may materially and prejudicially affect the success of the Rights Issue, or make it inadvisable or inexpedient to proceed with the Rights Issue.

In the event the Joint Underwriters exercise their rights to terminate the Underwriting Agreement, all the obligations of the Joint Underwriters, the Company and NWD under the Underwriting Agreement (save in respect of certain rights or obligations under the Underwriting Agreement, shall cease and no party to the Underwriting Agreement will have any claim against any 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) provided that the Company shall remain liable to pay the Joint Underwriters costs, fees and expenses under the Underwriting Agreement. If the Joint Underwriters exercise such right, the Underwriting Agreement will not become unconditional and the Rights Issue will not proceed.

THE RIGHTS ISSUE IS CONDITIONAL UPON THE UNDERWRITING AGREEMENT BEING UNCONDITIONAL. IF THE CONDITIONS (AS SET OUT IN THE SECTION HEADED "Letter from the Board - Terms of the Rights Issue - Underwriting arrangements - Conditions of the Rights Issue and the Underwriting Agreement" in the Prospectus of the Rights Issue) are not fulfilled (or waived) or if the Joint Underwriters terminate the Underwriting Agreement, the Rights Issue will not proceed.

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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)

Dear Qualifying Shareholder(s),

Reference is made to the prospectus (the "Prospectus") issued by New World China Land Limited (the "Company") dated 28 October 2009 in relation to the Rights Issue. In accordance with the terms and subject to the conditions set out in the Prospectus accompanying this document despatched to the Qualifying Shareholders, the Directors have provisionally allotted to you the 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 (i.e. at 5:00 p.m. on Friday, 23 October, 2009). Your holding of the Shares at 5:00 p.m. 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 securities or equivalent legislation of any jurisdictions other than the applicable laws in Hong Kong. No action has been taken to permit the Rights Issue in any territory outside Hong Kong, unless in the relevant 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 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 jurisdictions 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 anyone outside Hong Kong wishing to make an application for the Rights Shares to satisfy himself/herself/itself, before acquiring any rights to subscribe for the provisionally allotted Rights Shares, as to the observance of the laws and regulations of all relevant jurisdictions, including the obtaining of any government or other consents and to pay any taxes and duties required to be paid in such territory in connection therewith. 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 jurisdiction.

No provisional allotment of the Rights Shares has been made to the 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 to sell in the market the provisional allotment of Rights Shares which would otherwise have been allotted to the Non-Qualifying Shareholders as soon as practicable after dealings in the nil-paid Rights Shares commence and before dealings in nil-paid Rights Shares end, if a premium in excess of all expenses of sale can be obtained. The aggregate net proceeds of such sale will be paid to the Non-Qualifying Shareholders (if any) pro rata to their shareholdings at 5:00 p.m. on the Record Date, provided that if any of such persons could be entitled to a sum not exceeding HK\$100, such sum will be retained by the Company for its own benefit. Any unsold entitlement of Non-Qualifying Shareholders, together with Rights Shares provisionally allotted but not accepted, will be made available for excess application by the Qualifying Shareholders using the accompanying Excess Application Form.

TERMINATION OF THE UNDERWRITING AGREEMENT

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

The Joint Underwriters may at any time prior to the Latest Time for Termination terminate the Underwriting Agreement if:

- (1) any material breach of any of the warranties or the undertakings given by the Company and NWD in the Underwriting Agreement comes to the knowledge of either of the Joint Underwriters, or there has been a material breach on the part of the Company or NWD of any other provision of the Underwriting Agreement; or
- (2) any event occurs or matter arises, which, if it had occurred before the date of the Underwriting Agreement or before any of the times on which the warranties given by the Company and NWD in the Underwriting Agreement are deemed to be given, would have rendered any of those warranties untrue, incorrect or misleading in any material respect; or
- (3) any statement contained in the Prospectus has become or been discovered to be untrue, incorrect, incomplete or misleading in any material respect, or matters have arisen or have been discovered which would, if the Prospectus was to be issued at the time, constitute a material omission therefrom; or
- (4) the Company is required to produce a Supplementary Prospectus; or
- (5) there is any 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 Joint Underwriters acting in good faith is material in the context of the Rights Issue; or
- (6) permission to deal in and listing of all the Rights Shares (in their nil paid and fully paid forms) has been withdrawn by the Stock Exchange; or
- (7) 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 event or series of events resulting in a change in (whether or not permanent) local, national or international financial, political, military, industrial, economic, legal, fiscal, regulatory or securities market matters or conditions or currency exchange rates or exchange controls (including without limitation, any declaration by the PRC, Hong Kong or the United States of a national emergency, any outbreak or escalation of hostilities, any acts of terrorism, or any other epidemics, calamity or crisis, in any of those places); or
 - (ii) the declaration of a banking moratorium by Hong Kong authorities; or
 - (iii) any moratorium, suspension or material restriction on trading in shares or securities generally, or the establishment of minimum prices, on the Stock Exchange; or
 - (iv) any suspension of dealings in the Shares for more than a period of three consecutive Business Days (other than as a result of announcing the Rights Issue); and

the effect of any of the matters listed in (i) to (iv) above (in the opinion of the Joint Underwriters acting in good faith): (a) is materially adverse to, or will materially and prejudicially affect, the Group or its prospects; (b) is material in the context of the Rights Issue; or (c) will or may materially and prejudicially affect the success of the Rights Issue, or make it inadvisable or inexpedient to proceed with the Rights Issue.

In the event the Joint Underwriters exercise their rights to terminate the Underwriting Agreement, all the obligations of the Joint Underwriters, the Company and NWD under the Underwriting Agreement (save in respect of certain rights or obligations under the Underwriting Agreement), shall cease and no party to the Underwriting Agreement will have any claim against any 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) provided that the Company shall remain liable to pay the Joint Underwriters costs, fees and expenses in accordance with the Underwriting Agreement.

IT SHOULD BE NOTED THAT THE SHARES HAVE BEEN DEALT IN ON AN EX-RIGHTS BASIS FROM THURSDAY, 22 OCTOBER 2009. DEALINGS IN THE RIGHTS SHARES IN THE NIL-PAID FORM ARE EXPECTED TO TAKE PLACE FROM FRIDAY, 30 OCTOBER 2009 TO FRIDAY, 6 NOVEMBER 2009 (BOTH DATES INCLUSIVE). ANY SHAREHOLDER OR OTHER PERSON CONTEMPLATING SELLING OR PURCHASING SHARES OR THE RIGHTS SHARES IN THEIR NIL-PAID FORM OR ANY OTHER SECURITIES OF THE COMPANY AND WHO IS IN ANY DOUBT ABOUT HIS/HER/ITS POSITION, IS RECOMMENDED TO CONSULT HIS/HER/ITS PROFESSIONAL ADVISER. 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 JOINT UNDERWRITERS' RIGHT OF TERMINATION OF THE UNDERWRITING AGREEMENT CEASES) AND ANY PERSON DEALING IN THE NIL-PAID RIGHTS SHARES DURING THE PERIOD FROM FRIDAY, 30 OCTOBER 2009 TO FRIDAY, 6 NOVEMBER 2009 (BOTH DATES INCLUSIVE) WILL ACCORDINGLY BEAR THE RISK THAT THE RIGHTS ISSUE MAY NOT BECOME UNCONDITIONAL OR MAY NOT PROCEED.

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 Wednesday, 11 November 2009. 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 Wednesday, 11 November 2009, 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 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 Wednesday, 11 November 2009. All remittances must be in Hong Kong dollars and cheques must be drawn on a bank account with, or cashier's orders must be 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 your rights to more than one person, the original Provisional Allotment Letter must be surrendered and lodged for cancellation by no later than 4:00 p.m. on Tuesday, 3 November 2009 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 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 excess application 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 Wednesday, 11 November 2009. 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 Right 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. 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 ORDER

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 Wednesday, 18 November 2009. 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 Wednesday, 18 November 2009.

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2009年10月28日就供股而刊發之章程(「章程」)。根據隨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2009年10月23日星期五下午5時正)在本公司股東名冊登記於閣下名下每兩股股份獲發一股供股股份的比例，向閣下暫定配發供股股份。閣下於記錄日期下午5時正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列於乙欄。除文義另有所指外，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。

供股股份於配發、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。

除香港適用法例以外，章程文件並無根據任何司法權區的證券法或對等法例登記。除非可在毋須辦理該司法權區任何登記手續或符合該司法權區其他法例或監管規定的情況下於有關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獲得准許而辦理任何手續。任何在香港以外地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，除非可在毋須辦理有關司法權區任何登記手續或符合有關司法權區其他法例或監管規定的情況下於有關司法權區合法提出認購要約或邀請，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。在下列所述者規限下，任何在香港以外地區的人士如欲申請為本身認購供股股份，在取得認購暫定配發供股股份的任何權利前，有責任遵守一切有關司法權區的法例及規則，包括取得任何政府或其他方面的同意，以及繳付該地區規定須就此繳付的任何稅款及徵費。倘本公司相信接納有關申請會觸犯任何司法權區的適用證券法例或其他法例或規則，本公司保留權利拒絕接納任何認購供股股份的申請。

不合資格股東將不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。本公司將在未繳股款供股股份開始買賣後至結束前在實際可行情況下盡快安排在市場上出售原應配發予不合資格股東的供股股份暫定配額(如扣除所有銷售開支後可獲得溢價)。該等出售所得款項淨額將按於記錄日期下午5時正的持股比例支付予該等不合資格股東(如有)。倘任何該等人士所獲金額不超過100港元，則有關款項將撥歸本公司。任何未出售的不合資格股東的供股股份，以及暫定配發但不獲接納的供股股份，將可供合資格股東使用隨附的額外申請表格額外申請。

終止包銷協議

包銷協議載有條文授權聯席包銷商可在若干事件發生時，書面通知本公司終止包銷協議。

倘出現以下情況，聯席包銷商可於最後終止時間前隨時終止包銷協議：

- (1) 任何聯席包銷商獲悉包銷協議內本公司及新世界發展所作任何保證或承諾遭嚴重違反，或本公司或新世界發展嚴重違反包銷協議的任何其他條文；或
- (2) 發生事件或出現事宜，而倘若該等事件或事宜於包銷協議日期前或本公司及新世界發展於包銷協議所作保證視為作出前任何時間發生會使任何有關保證的任何重大內容不實、不確或誤導；或
- (3) 章程所載任何陳述的任何重大內容成為或被發現不實、不確、不完整或誤導，或發生或發現事宜使章程在當時刊發會有重大遺漏；或
- (4) 本公司須刊發補充章程；或
- (5) 本集團任何成員公司的業務或財務或經營狀況或前景有任何不利轉變，而聯席包銷商真誠認為對供股屬重大；或
- (6) 聯交所撤回所有未繳股款及繳足股款的供股股份的買賣及上市批准；或
- (7) 有關或關於下列方面的任何事件、連串事件或情況(不論是否可以預見)出現、發生、生效或為公眾所知：
 - (i) 本地、國家或國際金融、政治、軍事、工業、經濟、法律、財政、監管或證券市場事宜或情況或貨幣滯率或外匯管制(包括但不限於中國、香港或美國宣佈國家進入緊急狀態，以及於上述任何地方戰爭、恐怖活動、其他傳染病、災難或危機爆發或升級)的任何轉變(不論是否永久)，或任何事項或連串事項導致上述事宜轉變；或
 - (ii) 香港有關當局宣佈銀行停止經營；或
 - (iii) 聯交所全面停止或暫停股份或證券交易、施加重大限制或設立價格下限；或
 - (iv) 連續超過三個營業日暫停股份買賣(公佈供股所導致者除外)；及

聯席包銷商真誠認為上文(i)至(iv)任何一項的影響(a)對本集團或本集團前景嚴重不利，或將會有重大不利影響；(b)對於供股屬重大；或(c)將會或可能對供股成功與否有重大不利影響，或使供股不可取或不宜進行。

倘聯席包銷商行使權利終止包銷協議，則聯席包銷商、本公司及新世界發展根據包銷協議的一切責任(除根據包銷協議的若干權利或責任外)即告終止，而任何一方不得就包銷協議所產生或相關的任何事宜或事項向其他立約方提出申索(就先前違約而提出者除外)，惟本公司仍須向聯席包銷商支付根據包銷協議應付的成本、費用及開支。

謹請注意，股份自2009年10月22日星期四起以除權基準買賣，而未繳股款供股股份預期於2009年10月30日星期五至2009年11月6日星期五(包括首尾兩天)期間買賣。有意買賣股份或未繳股款供股股份或本公司其他證券的股東或其他人士如對本身狀況有任何疑問，應自行諮詢專業顧問。由即日起至供股所有條件達成日期(及截至聯席包銷商終止包銷協議的權利屆滿日期)買賣股份或本公司其他證券的股東或其他人士，以及2009年10月30日星期五至2009年11月6日星期五(包括首尾兩天)期間買賣未繳股款供股股份的任何人士，須承擔供股未必成為無條件或不進行的風險。

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2009年11月11日星期三下午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。所有款項須以港元支付，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。所有該等支票及本票須以「只准入抬頭人賬戶」方式劃線開出，註明抬頭人為「新世界中國地產有限公司—暫定配額戶口」。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2009年11月11日星期三下午4時正前由原承配人或任何已有效承讓供股股份認購權的人士送交，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，並對自行或由代表遞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的一切登記、法律及監管規定。

轉讓

閣下如欲將全部暫定配額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(表格乙)，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(表格丙)，並將本暫定配額通知書整份連同丙欄所示須於接納時繳足的款項於2009年11月11日星期三下午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。所有款項須以港元支付，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本票支付，以「只准入抬頭人賬戶」方式劃線開出，註明抬頭人為「新世界中國地產有限公司—暫定配額戶口」。敬請留意，就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。

分析認購權

閣下如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額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權利，則必須於2009年11月3日星期二下午4時正前將原有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)並要求取消該原有通知書而卓佳標準有限公司將會註銷原來的暫定配額通知書，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來的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，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額外申請。

額外供股股份

閣下如欲申請認購暫定配額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，並連同申請認購額外供股股份須另行支付的款項，於2009年11月11日星期三下午4時正前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：香港灣仔皇后大道東28號金鐘匯中心26樓)。所有款項須以港元支付，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。所有該等支票及本票須以「只准入抬頭人賬戶」方式劃線開出，註明抬頭人為「新世界中國地產有限公司—額外供股戶口」。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，惟會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持碎股成完整一手買賣單位，且並非有意濫用此機制的申請。若該湊足所持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按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，而申請較大數目的供股股份的合資格股東可獲得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過戶，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該等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專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2009年11月18日星期三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。

全部或部分不成功額外供股股份的申請(如有)的退款支票預期於2009年11月18日星期三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，並有權收取分析認購權後的暫定配額通知書及/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), AD VALOREM 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 AD VALOREM 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從價印花稅。除出售外，餽贈或轉讓實益權益亦須繳付從價印花稅。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: _____ 2009

日期：2009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 has/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 姓氏	Other name(s) 名字	Name in Chinese 中文姓名	
Name continuation and/or names of joint applicant(s) 申請人續姓名及/或 聯名申請人姓名				
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: _____ 2009

日期：2009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。