

The whole of this letter must be returned to be valid.
本通知書必須整份交回方為有效。

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

IMPORTANT
重要提示

Reference is made to the prospectus of New World Development Company Limited (the "Company") dated 8 November 2011 (the "Prospectus") in relation to the Rights Issue. Terms defined in the Prospectus have the same meanings when used herein, unless the context requires otherwise.

茲提述新世界發展有限公司(本公司)日期為二零一一年十一月八日有關供股之章程(供股章程)。除文義另有規定外,供股章程所界定之詞彙與本通知書所用者具相同涵義。

THIS LETTER IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS LETTER AND THE ACCOMPANYING PROSPECTUS EXPIRES AT 4:00 P.M. ON TUESDAY, 22 NOVEMBER 2011.

本通知書具有價值及可予轉讓,請即處理。本通知書及隨附供股章程內所載之認購要約於二零一一年十一月二十二日星期二下午四時正截止。

IF YOU ARE IN ANY DOUBT AS TO THE CONTENTS OF THIS LETTER OR AS TO THE ACTION TO BE TAKEN, YOU SHOULD CONSULT YOUR LICENSED SECURITIES DEALER, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER. IF YOU HAVE SOLD OR TRANSFERRED ALL YOUR SHARES OF THE COMPANY, YOU SHOULD AT ONCE HAND THE PROSPECTUS AND THIS LETTER AND THE ACCOMPANYING EAF TO THE PURCHASER(S) OR TRANSFEREE(S) OR TO THE BANK, LICENSED SECURITIES DEALER OR OTHER AGENT THROUGH WHOM THE SALE OR TRANSFER WAS EFFECTED FOR TRANSMISSION TO THE PURCHASER(S) OR TRANSFEREE(S).

閣下如對本通知書之內容或將予採取之行動有任何疑問,應諮詢閣下之持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問。閣下如已將名下本公司所有股份出售或轉讓,應立即將供股章程及本通知書以及隨附之額外申請表格交予買主或承讓人,或經手出售或轉讓之銀行、持牌證券交易商或其他代理人,以便轉交買主或承讓人。

The Hong Kong Exchanges and Clearing Limited, the Stock Exchange and HKSCC take no responsibility for the contents of this letter, make no representation as to the accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this letter.

香港交易及結算所有限公司、聯交所及香港結算對本通知書之內容概不負責,對其準確性或完整性亦不發表任何聲明,並明確表示概不就因本通知書全部或任何部分內容而產生或因倚賴該等內容而引致之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 both nil-paid and fully-paid forms will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in CCASS with effect from their respective commencement dates of dealings on the Stock Exchange or such other date 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供股股份獲批准於聯交所上市及買賣,以及遵守香港結算之股份收訖規定後,未繳股款及繳足股款供股股份將獲香港結算接納為合資格證券,可由各自開始在聯交所買賣之日或香港結算釐定之其他日期起,於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之交易須於其後第二個交易日在中央結算系統內進行交收。中央結算系統之所有活動均須受不時有效之中央結算系統一般規則及中央結算系統運作程序規則所限制。

A copy of each of the Issue Documents, having attached thereto the written consent referred to under the paragraph headed "Expert and Consent" in Appendix III to the Prospectus, has been registered with the Registrar of Companies in Hong Kong pursuant to Section 38D of the Companies Ordinance (Chapter 32 of the Laws of Hong Kong). Neither the Securities and Futures Commission nor the Registrar of Companies in Hong Kong takes any responsibility as to the contents of any of these documents.

各份發行文件連同其所附載供股章程附錄三「專家及同意書」一段所載之同意書,已根據香港法例第32章公司條例第38D條送交香港公司註冊處處長登記。香港證券及期貨事務監察委員會或公司註冊處處長對此等文件之內容概不負責。

If you wish to exercise your right to subscribe for all the Rights Shares specified in this letter, you should lodge this letter in accordance with the instructions printed herein, together with a remittance for the full amount payable on acceptance, with the Registrar, Tricor Tengis Limited at 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong by no later than 4:00 p.m. on Tuesday, 22 November 2011. All remittances must be made in Hong Kong dollars. Cheques must be drawn on an account with, and cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "New World Development Company Limited - PAL" and crossed "ACCOUNT PAYEE ONLY".

閣下如欲行使閣下之權利認購本通知書所列之所有供股股份,則須依照其上印備之指示,於二零一一年十一月二十二日星期二下午四時正前將本通知書連同按納時應付之全數股款交回登記處卓佳登捷時有限公司,地址為香港灣仔皇后大道東28號金鐘匯中心26樓。所有股款必須以港元支付。支票須由香港持牌銀行之賬戶開出,而銀行本票則須由香港持牌銀行開立,以「只准入抬頭人賬戶」方式劃線開出,並註明抬頭人為「New World Development Company Limited - PAL」。



新世界發展有限公司

New World Development Company Limited

(Incorporated in Hong Kong with limited liability)
(於香港註冊成立之有限公司)

(Stock code: 0017)
(股份代號: 0017)

RIGHTS ISSUE OF 1,995,062,501 RIGHTS SHARES AT HK\$5.68 EACH

ON THE BASIS OF
ONE RIGHTS SHARE FOR
EVERY TWO SHARES HELD
ON THE RECORD DATE

BY THE QUALIFYING SHAREHOLDERS
PAYABLE IN FULL ON APPLICATION

BY NO LATER THAN 4:00 P.M. ON TUESDAY, 22 NOVEMBER 2011
以每股5.68港元之價格

按合資格股東
於記錄日期每持有

兩股股份獲發一股供股股份之基準
供股發行1,995,062,501股供股股份,
股款最遲須

於二零一一年十一月二十二日星期二下午四時正前提交申請時繳足

PROVISIONAL ALLOTMENT LETTER
暫定配額通知書

Share registrar:
Tricor Tengis Limited
26th Floor, Tesbury Centre
28 Queen's Road East
Wanchai
Hong Kong

股份過戶登記處:
卓佳登捷時有限公司
香港
灣仔
皇后大道東28號
金鐘匯中心26樓

Registered office:
30th Floor,
New World Tower,
18 Queen's Road,
Central,
Hong Kong

8 November 2011

註冊辦事處:
香港
中環
皇后大道中18號
新世界大廈
30樓

二零一一年十一月八日

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

--

Total number of Share(s) registered in your name(s) on Friday, 28 October 2011
於二零一一年十月二十八日星期五登記於閣下名下之股份總數

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 Tuesday, 22 November 2011
暫定配發予閣下之供股股份數目,惟最遲須於二零一一年十一月二十二日星期二下午四時正前按納時繳足股款方可作實

BOX B 乙欄	
-------------	--

Total subscription monies payable
應繳認購款項總額

BOX C 丙欄 HK\$ 港元	
---------------------------	--

Contact telephone no:
聯絡電話號碼:

To take up your provisional allotment in full, you must lodge the whole of this PAL intact with the Registrar, Tricor Tengis Limited at 26th Floor, 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 Registrar by no later than 4:00 p.m. on Tuesday, 22 November 2011. All remittances must be made in Hong Kong dollars. Cheques must be drawn on an account with, and cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "New World Development Company Limited - PAL" and crossed "ACCOUNT PAYEE ONLY". Such payment will constitute acceptance of the provisional allotment of Rights Shares on the terms of this PAL and the Prospectus and subject to the memorandum and articles of association of the Company. No receipt will be given for such remittances. All enquiries in connection with this PAL should be addressed to the Registrar at the above address.

The Underwriting Agreement contains provisions granting the Joint Bookrunners, by notice in writing to the Company, the right to terminate the Underwriting Agreement, at any time prior to the Latest Termination Time, on the occurrence of certain events, which are set out below in this PAL under the heading "Termination of the Underwriting Agreement". If the Underwriting Agreement is terminated by the Joint Bookrunners prior to the Latest Termination Time or the conditions of the Rights Issue are not fulfilled or waived, as applicable, the Rights Issue will not proceed.

It should be noted that the existing Shares have been dealt in on an ex-rights basis on the Stock Exchange since Monday, 24 October 2011 and the dealings in the Rights Shares in their nil-paid form are expected to take place from Thursday, 10 November 2011 to Thursday, 17 November 2011 (both days inclusive). Any Shareholder or other person contemplating buying or selling Shares in their nil-paid form, who is in any doubt about his/her/its/their position, is recommended to consult his/her/its/their own professional adviser(s).

閣下如全數接納暫定配額,須於二零一一年十一月二十二日星期二下午四時正前,將本暫定配額通知書整份連同內欄所載須於接納時繳足之股款,送交登記處卓佳登捷時有限公司,地址為香港灣仔皇后大道東28號金鐘匯中心26樓。所有股款必須以港元支付。支票須由香港持牌銀行之賬戶開出,而銀行本票則須由香港持牌銀行開立,以「只准入抬頭人賬戶」方式劃線開出,並註明抬頭人為「New World Development Company Limited - PAL」。支付有關款項後,將表示根據本暫定配額通知書及供股章程之條款,並在本公司組織章程大綱及細則之規限下,接納供股股份暫定配額。本公司概不會就股款發出收據。所有涉及本暫定配額通知書之查詢應向位於上述地址之登記處提出。

包銷協議載有條文,賦予聯席賬簿管理人權利於發生若干事件時透過向本公司發出書面通知於最後終止時限前隨時終止包銷協議,而該等若干事件列載於本暫定配額通知書「終止包銷協議」一節內。倘聯席賬簿管理人於最後終止時限前終止包銷協議,或供股之條件未能達成或獲豁免(如適用),則供股將不會進行。

敬請注意,現有股份已自二零一一年十月二十四日星期一起於聯交所以除權方式買賣,而供股股份預期將自二零一一年十一月十日星期四起至二零一一年十一月十七日星期四止期間(包括首尾兩天)以未繳股款形式買賣。擬買實股份或未繳股款供股股份之任何股東或其他人士,如對其情況有任何疑問,建議諮詢其專業顧問。

IN THE EVENT OF A TRANSFER OF THE RIGHT(S) TO SUBSCRIBE FOR THE RIGHTS SHARE(S) REPRESENTED BY THIS LETTER, HONG KONG STAMP DUTY IS PAYABLE ON EACH SALE AND EACH PURCHASE. A GIFT OR A TRANSFER OF BENEFICIAL INTEREST OTHER THAN BY WAY OF SALE IS ALSO LIABLE TO HONG KONG STAMP DUTY. EVIDENCE OF PAYMENT OF HONG KONG STAMP DUTY WILL BE REQUIRED BEFORE REGISTRATION OF ANY TRANSFER OF THE RIGHT(S) TO SUBSCRIBE FOR THE RIGHTS SHARE(S) REPRESENTED BY THIS LETTER.

在轉讓認購本通知書所示供股股份之權利時，每宗買賣雙方均須繳納香港印花稅。餽贈或轉讓(並非以出售方式)實益擁有之權益亦須繳納香港印花稅。在登記轉讓本通知書所示任何認購供股股份權利之前，須出示已繳納香港印花稅之證明。

FORM OF TRANSFER AND NOMINATION 轉讓及提名表格

Form B 表格乙

(To be completed and signed only by the Qualifying Shareholder(s) who wish(es) to transfer all of his/her/its/their right(s) to subscribe for the Rights Share(s) comprised herein)
(僅供擬將其於本表格所涵蓋認購供股股份之權利全數轉讓之合資格股東填寫及簽署)

To: The Directors
New World Development Company Limited
致：新世界發展有限公司
列位董事 台照

Dear Sirs,
I/We hereby transfer all my/our right(s) to subscribe for the Rights Share(s) comprised in this letter to the person(s) accepting the same and signing the registration application form (Form C) below.
敬啟者：
本人/吾等茲將本通知書所涵蓋本人/吾等可認購供股股份之權利全數轉讓予接受此權利並簽署以下登記申請表格(表格丙)之人士。

1. _____ 2. _____ 3. _____ 4. _____
Signature(s) of applicant(s) (all joint applicants must sign)
申請人簽署(所有聯名申請人均須簽署)

Date: _____ 2011

日期：二零一一年 _____ 月 _____ 日

Note: Hong Kong stamp duty is payable in connection with the transfer of the right(s) to subscribe for the Rights Share(s).
附註：轉讓可認購供股股份之權利須繳納香港印花稅。

REGISTRATION APPLICATION FORM 登記申請表格

Form C 表格丙

(To be completed and signed only by the person(s) to whom the rights to subscribe for the Rights Share(s) are being transferred)
(僅供承讓認購供股股份權利之人士填寫及簽署)

To: The Directors
New World Development Company Limited
致：新世界發展有限公司
列位董事 台照

Dear Sirs,
I/We request you to register the number of Rights Share(s) mentioned in Box B of Form A in my/our name(s) and I/we agree to accept the same on the terms embodied in this letter and the 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內乙欄所述供股股份數目以本人/吾等名義登記，本人/吾等同意按照本通知書及供股章程所載之條款，並在貴公司之組織章程大綱及細則規限下接納該等股份。

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.
請用英文大楷填寫。聯名申請人僅須填報排名首位之申請人地址。

Name in English 英文姓名/名稱	Family name or Company name 姓氏或公司名稱	Other name(s) 名字	Name in Chinese 中文姓名/名稱	
Name continuation and/or name(s) of joint applicants (if applicable) 姓名(續)及/或聯名申請人 姓名/名稱(如適用)				
Address in English 英文地址 (Joint applicants should give one address only) (聯名申請人僅須填寫 一個地址)				
Occupation 職業			Telephone 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. 銀行戶口號碼	
	Account type 賬戶類別		For office use only 公司專用	

1. _____ 2. _____ 3. _____ 4. _____
Signature(s) of applicant(s) (all joint applicants must sign)
申請人簽署(所有聯名申請人均須簽署)

Date: _____ 2011

日期：二零一一年 _____ 月 _____ 日

Note: Hong Kong stamp duty is payable in connection with the acceptance of the transfer of the right(s) to subscribe for the Rights Share(s).
附註：接納轉讓可認購供股股份之權利須繳納香港印花稅。



新世界發展有限公司 New World Development Company Limited

(Incorporated in Hong Kong with limited liability)
(於香港註冊成立之有限公司)

(Stock code: 0017)
(股份代號: 0017)

8 November 2011

Dear Qualifying Shareholder(s),

Reference is made to the Prospectus in relation to the Rights Issue. Terms defined in the Prospectus have the same meanings when used herein, unless the context otherwise requires. In accordance with the terms and subject to the conditions set out in the Prospectus, the Directors have provisionally allotted to you the number of Rights Shares on the basis of one Rights Share for every two Shares held and registered in your name(s) in the register of members of the Company on the Record Date (i.e. Friday, 28 October 2011). Your holding of 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.

Save as described under the sub-section headed "Rights of the Overseas Shareholders" in the Prospectus, no action has been taken to permit the offering of the Rights Shares or the distribution of the Issue Documents in any jurisdiction other than Hong Kong. Accordingly, it is the responsibility of any person receiving this PAL outside Hong Kong wishing to make an application for the Rights Shares to satisfy himself/herself/themselves before making the application as to the full 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 any such territory or jurisdiction in connection therewith. The Company reserves the right to refuse to accept any acceptance of or application for the Rights Shares where it believes that doing so would violate the applicable securities or other laws or regulations of any territory or jurisdiction. No application for the Rights Shares will be accepted from any person who is a Non-Qualifying Shareholder.

No provisional allotment of Rights Shares has been or will be made to the Non-Qualifying Shareholders and no PAL or EAF will be sent to them. Save as described under the sub-section headed "Rights of the Overseas Shareholders" in the Prospectus, the Company will send copies of the Prospectus to the Non-Qualifying Shareholders for their information only. Arrangements will be made for the Rights Shares, which would otherwise have been provisionally allotted to the Non-Qualifying Shareholders in nil-paid form, to be sold as soon as practicable after dealings in the nil-paid Rights Shares commence, if a premium (net of expenses) can be obtained. The aggregate net proceeds of such sale, less expenses, will be paid in Hong Kong dollars to the relevant Non-Qualifying Shareholders pro-rata to their shareholdings in the Company, except that the Company will retain individual amounts due to any Non-Qualifying Shareholders of less than HK\$100 for the benefit of the Company. Any unsold entitlements of the Non-Qualifying Shareholders, together with any Rights Shares provisionally allotted but not accepted, will be made available for excess application by the Qualifying Shareholders under the EAF(s).

When allotted, issued and fully-paid, the Rights Shares will rank *pari passu* in all respects with the Shares then in issue. Holders of fully-paid Rights Shares will be entitled to receive all future dividends and distributions which may be declared, made or paid after the date of allotment of the fully-paid Rights Shares except that the fully-paid Rights Shares will not entitle the holders thereof to the proposed final dividend of HK\$0.28 per Share for the year ended 30 June 2011 as announced by the Company in the "Annual Results Announcement 2010/2011" dated 29 September 2011.

PROCEDURE FOR ACCEPTANCE

To take up your provisional allotment in full, you must lodge the whole of this PAL intact with the Registrar, Tricor Tengis Limited at 26th Floor, 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 Registrar by no later than 4:00 p.m. on Tuesday, 22 November 2011. All remittances must be made in Hong Kong dollars. Cheques must be drawn on an account with, and cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "New World Development Company Limited – PAL" and crossed "ACCOUNT PAYEE ONLY". Such payment will constitute acceptance of the provisional allotment of Rights Shares on the terms of this PAL and the Prospectus and subject to the memorandum and articles of association of the Company. No receipt will be given for such remittances. All enquiries in connection with this PAL should be addressed to the Registrar at the above address.

It should be noted that unless this PAL, duly completed and together with the appropriate remittance for the amount shown in Box C has been received as described above by no later than 4:00 p.m. on Tuesday, 22 November 2011, whether by the original allottee or any person to whom the rights have been validly transferred, this provisional allotment and all rights hereunder will be deemed to have been declined and will be cancelled. The Company is not obliged to treat but may at its absolute discretion treat a PAL as valid or binding on the person(s) by whom or on whose behalf it is lodged even if such PAL is not completed in accordance with the relevant instructions.

EXCESS RIGHTS SHARES

If you are a Qualifying Shareholder and wish to apply for any Rights Shares in addition to those provisionally allotted to you hereunder, you should complete and sign the accompanying EAF as indicated therein and lodge it, together with a separate remittance for the full amount payable on application in respect of the excess Rights Shares applied for, with the Registrar, Tricor Tengis Limited at 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong so as to be received by the Registrar by no later than 4:00 p.m. on Tuesday, 22 November 2011. All remittances must be made in Hong Kong dollars. Cheques must be drawn on an account with, and cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "New World Development Company Limited – EAF" and crossed "ACCOUNT PAYEE ONLY".

The Board will allocate the excess Rights Shares at their discretion on a fair and equitable basis on the following principles:

- (1) subject to the availability of excess Rights Shares, preference will be given to applications for less than a board lot of Rights Shares where they appear to the Directors that such applications are made to top-up odd-lot holdings to whole-lot holdings and that such applications are not made with the intention to abuse this mechanism; and
- (2) subject to the availability of excess Rights Shares after allocation under principle (1) above, 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 a 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 may still receive a greater number of Rights Shares than those applying for a smaller number).

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 PAL to the transferee(s) to or through whom you are transferring such rights hereunder. The transferee(s) must then complete and sign the registration application form (Form C) and lodge this PAL intact together with a remittance for the full amount payable on acceptance as set out in Box C with the Registrar, Tricor Tengis Limited at 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong by no later than 4:00 p.m. on Tuesday, 22 November 2011. It should be noted that Hong Kong stamp duty is payable in connection with the transfer of your rights to subscribe for the relevant Rights Shares and the acceptance by the transferee(s) of such rights.

SPLITTING

If you wish to accept only part of your provisional allotment and/or transfer part of your rights to subscribe for the Rights Shares provisionally allotted hereunder, or to transfer part of your rights to subscribe for the Rights Shares provisionally allotted hereunder to more than one person, this PAL must be surrendered and lodged for cancellation by no later than 4:30 p.m. on Monday, 14 November 2011 with the Registrar, Tricor Tengis Limited at 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong, which will cancel this original PAL and issue new PALs in the denominations required, which will be available for collection at the Registrar after 9:00 a.m. on the second business day after the surrender of this original PAL.

FRACTIONAL ENTITLEMENTS

The Company will not provisionally allot and will not accept application for any fraction 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 of more than HK\$100 (net of expenses) can be obtained, the Company will retain the proceeds from such sale for its own benefit. Any unsold fractions of Rights Shares will be available for excess application by the Qualifying Shareholders under the EAF(s).

TERMINATION OF THE UNDERWRITING AGREEMENT

It should be noted that the existing Shares have been dealt in on an ex-rights basis since Monday, 24 October 2011 and the dealings in the Rights Shares in their nil-paid form are expected to take place from Thursday, 10 November 2011 to Thursday, 17 November 2011 (both days inclusive). If the Underwriting Agreement is terminated by the Joint Bookrunners prior to the Latest Termination Time or the conditions of the Rights Issue are not fulfilled or waived (as applicable), the Rights Issue will not proceed. Any Shareholder or other person contemplating buying or selling the Shares or Rights Shares in their nil-paid form, who is in any doubt about his/her/its/their position, is recommended to consult his/her/its/their own professional adviser(s).

The Rights Issue is conditional upon the fulfillment or waiver (as applicable) of the conditions set out in the sub-section headed "Conditions of the Rights Issue" in the Prospectus. The Underwriting Agreement contains provisions granting the Joint Bookrunners, by notice in writing to the Company, the right to terminate the Underwriting Agreement on the occurrence of certain events. The Joint Bookrunners may at any time prior to the Latest Termination Time, by notice in writing to the Company, terminate the Underwriting Agreement if:

- (1) any matter or circumstances 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 representations, warranties or undertakings given by the Company and the Major Shareholder in the Underwriting Agreement comes to the knowledge of the Joint Bookrunners, or there has been a material breach on the part of the Company or the Major Shareholder of any other provision of the Underwriting Agreement or the Joint Bookrunners have 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 or before any of the dates or before any time on which the representations, warranties and undertakings are deemed to be given by the Company and the Major Shareholder would have rendered any of those representations, warranties or undertakings untrue, inaccurate, incomplete or misleading in any respect, comes to the knowledge of the Joint Bookrunners and the Major Shareholder;
- (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 therefrom;
- (6) the Company's application to the Main Board 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 Joint Bookrunners 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 event 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 judgments, 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 disruption 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 sole opinion of the Joint Bookrunners:

- (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 Announcement and the Issue Documents.

The risks in dealing in the Shares and the Rights Shares are disclosed in the section headed "Warning of the risks of dealing in the Shares and the nil-paid Rights Shares" of the Prospectus. In the event the Joint Bookrunners exercise their rights to terminate the Underwriting Agreement prior to the Latest Termination Time, the obligations of all parties thereunder shall terminate forthwith (save in respect of certain rights or obligations under the Underwriting Agreement) and no party will have any claim against any other for costs, damages, compensation or otherwise provided that such termination shall be without prejudice to the rights of the Company, the Major Shareholder and the Joint Bookrunners hereto in respect of any breach of the Underwriting Agreement occurring prior to such termination.

If the Joint Bookrunners exercise such rights, 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 Joint Bookrunners.

Full details of the terms of the termination of the Underwriting Agreement are also set out in the Prospectus.

CHEQUES OR CASHIER'S ORDERS

All cheques and cashier's orders will be presented for payment immediately following receipt and all interest earned on such monies (if any) will be retained for the benefit of the Company. If any cheque or cashier's order lodged with this PAL is not honoured upon first presentation, without prejudice to the other rights of the Company, this PAL is liable to be rejected, and in that event the provisional allotment and all rights given pursuant to it will be deemed to have been declined and will be cancelled. Completion and return of this PAL together with a cheque or cashier's order in payment for the Rights Shares provisionally allotted hereunder will constitute a warranty by the applicant(s) that the cheque or cashier's order will be honoured on first presentation.

SHARE CERTIFICATES

It is expected that certificates for the fully-paid Rights Shares will be despatched to you by the Registrar by ordinary post at your own risk on or before Wednesday, 30 November 2011.

You will receive one share certificate for all the Rights Shares issued to you.

EFFECT OF BAD WEATHER

If there is a "black" rainstorm warning signal or a tropical cyclone warning signal number 8 or above in force in Hong Kong ("Bad Weather") at any time before 12:00 noon and no longer in force after 12:00 noon on Tuesday, 22 November 2011, the latest time for acceptance of and payment for the Rights Shares and for the application for excess Rights Shares will be extended to 5:00 p.m. on the same day. If there is Bad Weather in force in Hong Kong at any time between 12:00 noon and 4:00 p.m. on Tuesday, 22 November 2011, the latest time for acceptance of and payment for the Rights Shares and for application for excess Rights Shares will be rescheduled to 4:00 p.m. on the following business day which does not have either of those warnings in force at any time between 12:00 noon and 4:00 p.m..

GENERAL

Completion and return of this PAL will constitute a warranty and representation to the Company that all registration, legal and regulatory requirements of all relevant jurisdictions in connection with this PAL and any acceptance of it have been, or will be, duly complied with.

Lodgment of this PAL with, where relevant, the form of transfer and nomination (Form B) purporting to have been signed by the person(s) in whose favour this PAL 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 PALs and/or certificates for Rights Shares.

This PAL and any acceptance of the other contained in it shall be governed by and construed in accordance with the laws of Hong Kong.

Further copies of the Prospectus giving details of the Rights Issue are available from the Registrar, Tricor Tengis Limited at 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong, during normal business hours from Tuesday, 8 November 2011 to Tuesday, 22 November 2011.

Yours faithfully,
For and on behalf of the Board of
New World Development Company Limited
Dato' Dr. Cheng Yu-Tung
Chairman