

Excess Application  
Form no.

## IMPORTANT

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.

THIS FORM IS VALUABLE BUT IS NOT TRANSFERABLE AND IS FOR THE USE ONLY BY THE QUALIFYING SHAREHOLDER(S) NAMED BELOW WHO WISH(ES) TO APPLY FOR EXCESS RIGHTS SHARES IN ADDITION TO THOSE PROVISIONALLY ALLOTTED TO HIM/HER/IT/HEM UNDER THE RIGHTS ISSUE. APPLICATIONS MUST BE RECEIVED BY THE REGISTRAR BY NO LATER THAN 4:00 P.M. ON TUESDAY, 22 NOVEMBER 2011. IF YOU ARE IN ANY DOUBT AS TO THE CONTENTS OF THIS FORM OR AS TO THE ACTION TO BE TAKEN, YOU SHOULD CONSULT YOUR LICENSED SECURITIES DEALER, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER.

Hong Kong Exchanges and Clearing Limited, the Stock Exchange and HKSCC take no responsibility for the contents of this form, make no representation as to its 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 form.

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.

Dealings in the existing 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, 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.



# 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)

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

8 November 2011

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

**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  
FORM OF APPLICATION FOR EXCESS RIGHTS SHARES**

Name(s) and address(es) of the Qualifying Shareholder(s)

\_\_\_\_\_

Application can be made only by  
the Qualifying Shareholder(s)  
named here.

To: The Directors  
New World Development Company Limited

Dear Sirs,  
I/We, being the Qualifying Shareholder(s) named above of Shares, hereby irrevocably apply for remittance by cheque or cashier's order drawn in favour of "New World Development Company Limited – EAF" for HK\$ \_\_\_\_\_ and crossed "ACCOUNT PAYEE ONLY" being the payment in full on application for the above number of excess Rights Shares.

I/We hereby request you to allot such excess Rights Shares applied for, or as may be determined by the Directors any smaller number, to me/us and to send by ordinary post at my/our risk to the address shown above my/our certificate(s) for the number of excess Rights Shares as may be allotted to me/us in respect of this application and/or a cheque for any application monies returnable to me/us may be determined by the Directors.

I/We understand that allotments in respect of this application shall be at the sole discretion of the Directors. I/We acknowledge that I am /we are not guaranteed to be allotted all or any of the excess Rights Shares applied for.

I/We hereby undertake to accept such number of excess Rights Shares as may be allotted to me/us as aforesaid upon the terms and conditions set out in the Prospectus and subject to the memorandum and articles of association of the Company. In respect of any excess Rights Shares allotted to me/us, I/we authorise you to place my/our name(s) on the register of members of the Company as the holder(s) of such excess Rights Shares.

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_  
Signature(s) of applicant(s) (all joint applicants must sign)

Date: \_\_\_\_\_, 2011 Contact telephone no: \_\_\_\_\_

This form should be completed in full and lodged, together with payment by cheque or cashier's order in respect of HK\$5.68 per Rights Share 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".

Completion and return of this form together with a cheque or cashier's order in payment for the excess Rights Shares applied for which are the subject of this form will constitute a warranty by the applicant(s) that such cheque or cashier's order will be honoured on first presentation. 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 is dishonoured on first presentation, without prejudice to the other rights of the Company, the Company reserves the right to reject any form of application for excess Rights Shares.

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 form outside Hong Kong wishing to make an application for excess Rights Shares to satisfy himself/herself/itself/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 in 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.

Further announcement will be made in relation to the results of acceptance and excess application of the Rights Issue and to be published on the respective websites of the Stock Exchange and the Company on or before Tuesday, 29 November 2011. If no excess Rights Shares are allotted to you, it is expected that the amount tendered on application will be refunded to you in full without interest by means of a cheque despatched by ordinary post to your registered address on or before Wednesday, 30 November 2011 at your own risk. If the number of excess Rights Shares allotted to you is less than that applied for, it is expected that the surplus application monies will also be refunded to you without interest by means of a cheque despatched by ordinary post to your registered address on or before Wednesday, 30 November 2011 at your own risk. Any such cheque will be drawn in favour of the first-named applicant on this form. It is expected that certificates in respect of the fully-paid Rights Shares will be sent by ordinary post to you on or before Wednesday, 30 November 2011 at your own risk.

Completion and return of this form will constitute a warranty and representation to the Company that all registration, legal and regulatory requirement of all relevant jurisdictions in connection with this form and any acceptance of it have been, or will be, duly complied with. This form and all applications made pursuant to it shall be governed by, and construed in accordance with, the laws of Hong Kong.

**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). 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 of the Shares or Rights Shares in their nil-paid form, who is in any doubt about his/hers/its/their position, is not recommended to consult his/hers/its/their own professional adviser(s).**

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 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 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 caused 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 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 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.
- 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.

**A SEPARATE CHEQUE OR CASHIER'S ORDER MUST ACCOMPANY EACH APPLICATION. NO RECEIPT WILL BE GIVEN.  
(For office use only)**

Application number	Number of excess Rights Shares applied for	Amount paid on application	Balance refunded
		HK\$	HK\$