

《渣打(亚洲)有限公司条例》

(第 1136 章)

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STANDARD CHARTERED ASIA LIMITED
ORDINANCE

(Cap. 1136)

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本条例旨在就米特兰百慕达(远东)有限公司*业务归属渣打(亚洲)有限公司一事,以及就附带事宜订定条文。

[1984年11月9日]

编辑附注:

*“米特兰百慕达(远东)有限公司”乃“MAIBL Bermuda (Far East) Limited”之译名。

1. 简称

本条例可引称为《渣打(亚洲)有限公司条例》。

2. 释义

(1) 在本条例中,除文意另有所指外——

“米特兰”(MBFEL)指米特兰百慕达(远东)有限公司*;

“抵押”(security)包括按揭或押记(不论是法律上的或衡平法上的)、债权证、汇票、承付票、担保、留置权、质押(不论是实有的或法律构定的)、押货预支、弥偿、承诺或用作保证就债项或法律责任(不论是现有的或将来的、或有的或实有的)获得付款或解除的其他方式;

“法律责任”(liabilities)包括每一种类的责任及义务,不论该等责任及义务在何处产生(亦不论是现有的或将来的、或有的或实有的),但不包括任何除外项目;

“客户”(customer)包括任何在渣打(亚洲)或米特兰(视属何情况而定)开有银行帐户,或在业务运作中与渣打(亚洲)或米特兰有其他事务往来、交易或安排的人;

“指定日期”(the appointed day)指1984年12月31日;

“除外项目”(excluded items)指依据在《公司条例》(第622章)附表9第2条的生效日期#之前不时有效的《公司条例》(第

To provide for the vesting in Standard Chartered Asia Limited of the undertaking of MAIBL Bermuda (Far East) Limited; and for purposes incidental and ancillary thereto.

[9 November 1984]

1. Short title

This Ordinance may be cited as the Standard Chartered Asia Limited Ordinance.

2. Interpretation

(1) In this Ordinance, unless the context otherwise requires—

“the appointed day” (指定日期) means 31 December 1984;

“customer” (客户) includes any person having a banking account or other dealing, transaction or arrangement in the course of business with SC Asia or, as the case may be, MBFEL;

“excluded items” (除外项目) means documents required to be kept pursuant to the provisions of the Companies Ordinance (Cap. 32) as in force from time to time before the commencement date* of section 2 of Schedule 9 to the Companies Ordinance (Cap. 622); (*Amended 28 of 2012 ss. 912 & 920*)

“existing” (现有) means existing or in force immediately before the appointed day;

“liabilities” (法律责任) includes duties and obligations of every description wheresoever arising (whether existing or future, actual or contingent), but does not include any excluded item;

32 章) 的条文须备存的文件；(由 2012 年第 28 号第 912 及 920 条修订)

“财产”(property) 指每一种类的财产及资产，不论该等财产及资产位于何处，并包括以信托方式持有的财产以及每一种类的抵押、权利、利益及权力，但不包括任何除外项目；

“现有”(existing) 指紧接指定日期之前存在或有效；及

“渣打(亚洲)”(SC Asia) 指渣打(亚洲)有限公司。

(2) 就本条例而言——

- (a) 凡提述米特兰的财产及法律责任之处，即为提述所有该等财产及法律责任，不论米特兰能否将其转让；
- (b) 任何该等提述米特兰的财产之处，即为提述不论位于香港或其他地方的米特兰的财产；及
- (c) 任何该等提述米特兰的权利或法律责任之处，即为提述米特兰不论根据香港法律或香港以外任何国家或地区的法律而享有的权利或承担的法律責任(视属何情况而定)。

编辑附注：

* “米特兰百慕达(远东)有限公司”乃“MAIBL Bermuda (Far East) Limited”之译名。

生效日期：2014 年 3 月 3 日。

3. 米特兰的业务归属渣打(亚洲)

- (1) 在指定日期当日，米特兰的所有现有财产及法律责任(不论该等财产及法律责任属何种性质，亦不论米特兰是以

“MBFEL”(米特兰) means MAIBL Bermuda (Far East) Limited;

“property”(财产) means property and assets of every description wheresoever situate, and includes property held on trust and securities, rights, benefits and powers of every description, but does not include any excluded item;

“SC Asia”(渣打(亚洲)) means Standard Chartered Asia Limited; and

“security”(抵押) includes a mortgage or charge (whether legal or equitable), debenture, bill of exchange, promissory note, guarantee, lien, pledge (whether actual or constructive), hypothecation, indemnity, undertaking or other means of securing payment or discharge of a debt or liability (whether existing or future, actual or contingent).

(2) For the purposes of this Ordinance—

- (a) references to property and liabilities of MBFEL are references to all such property and liabilities, whether or not capable of being transferred or assigned by MBFEL;
- (b) any such reference to property of MBFEL is a reference to property of MBFEL whether situated in Hong Kong or elsewhere; and
- (c) any such reference to rights or liabilities of MBFEL is a reference to rights to which MBFEL is entitled or, as the case may be, to liabilities to which MBFEL is subject, whether under the law of Hong Kong or under the law of any country or territory outside Hong Kong.

Editorial Note:

* Commencement date : 3 March 2014.

3. Vesting of MBFEL's undertaking in SC Asia

- (1) On the appointed day, all existing property and liabilities of MBFEL of whatsoever nature and whether MBFEL holds

享有实益权益的人身份或以任何受信人身份持有该等财产或承担该等法律责任)，无须再作转易而凭借本条例归属渣打(亚洲)，并成为渣打(亚洲)的财产及法律责任，以使渣打(亚洲)继承米特兰的全部业务，犹如就各方面而言，渣打(亚洲)与米特兰在法律上是同一人一样。

- (2) 渣打(亚洲)须向渣打商人银行有限公司* 发行及分配渣打(亚洲)资本内每股 \$1 并入帐列为全部缴足股款的普通股，股数由渣打(亚洲)指定，作为财产及法律责任根据第(1)款归属的代价，但渣打(亚洲)并无责任就该等股份的发行及分配而将任何款额记入其股份溢价帐的贷方或以其他方式转拨该帐项。
- (3) 凡第(1)款所提述的任何财产，其归属受香港法律以外的规定所管限，则如渣打(亚洲)提出要求，米特兰须于指定日期后，在切实可行范围内尽快采取一切必要步骤，以保证该等财产有效地归属渣打(亚洲)，而在完成归属前，米特兰须以信托方式为渣打(亚洲)持有任何该等财产。

编辑附注：

* “渣打商人银行有限公司”乃“Standard Chartered Merchant Bank Limited”之译名。

4. 米特兰为渣打(亚洲)的附属公司

紧接米特兰的财产及法律责任依据第 3 条归属渣打(亚洲)后，凭借本条例的规定——

- (a) 米特兰的法定已发行股本须减至 100 股每股 1 美元的普通股，而米特兰的股份溢价帐内的款额则须减至零；
- (b) 米特兰资本内的所有普通股须归属渣打(亚洲)；及
- (c) 米特兰根据《接受存款公司条例》#(第 328 章)作为接受存款公司的注册即告终止。

编辑附注：

or is subject to the same beneficially or in any fiduciary capacity shall, by virtue of this Ordinance and without further assurance, vest in SC Asia and become the property and liabilities of SC Asia as if in all respects SC Asia were the same person in law as MBFEL to the intent that SC Asia shall succeed to the whole undertaking of MBFEL.

- (2) As consideration for the vesting of property and liabilities under subsection (1) SC Asia shall issue and allot to Standard Chartered Merchant Bank Limited such number of ordinary shares of \$1 each in the capital of SC Asia credited as fully paid as SC Asia shall direct and in connection with such issue and allotment SC Asia shall not be obliged to credit or otherwise transfer any amount to its share premium account.
- (3) Where the vesting of any property referred to in subsection (1) is governed otherwise than by the law of Hong Kong, MBFEL shall, if SC Asia so requires, so soon as is practicable after the appointed day, take all necessary steps for securing the effective vesting of such property in SC Asia and, pending such vesting, MBFEL shall hold any such property in trust for SC Asia.

4. MBFEL to be a subsidiary of SC Asia

Immediately after the property and liabilities of MBFEL have vested in SC Asia pursuant to section 3, by virtue of this Ordinance—

- (a) the authorized and issued share capital of MBFEL shall be reduced to 100 ordinary shares of United States \$1 each and MBFEL's share premium account shall be reduced to nil;
- (b) all of the ordinary shares in the capital of MBFEL shall be vested in SC Asia; and

“《接受存款公司条例》”乃“Deposit-taking Companies Ordinance”之译名。

5. 渣打(亚洲)及米特兰的会计处理

即使任何其他条例另有规定——

- (a) 包括指定日期在内的会计期内，渣打(亚洲)及米特兰各自的资产负债表及损益表，在拟备时各方面均犹如米特兰的财产及法律责任已在该等会计期的首日依据第 3 条归属渣打(亚洲)一样；及
- (b) 米特兰在该等会计期首天的任何留存利润，及依据第 3 条将米特兰的财产及法律责任归属渣打(亚洲)而产生的任何储备，渣打(亚洲)可予以分发。

6. 信托财产

- (1) 任何财产如于紧接指定日期之前由米特兰持有，不论是单独持有或联同任何其他人持有，亦不论是以任何信托契据、授产契、契诺、协议或其他文书的受托人或保管受托人身份(不论原先是否如此获得委任，亦不论是经签署或盖章或藉任何法庭的命令委任)持有，或以藉任何法庭的命令委任的司法受托人身份、或其他受信人身份持有，而凭借本条例归属渣打(亚洲)，则在指定日期当日及以后，该财产由渣打(亚洲)单独持有或联同上述其他人持有(视属何情况而定)，而渣打(亚洲)具有有关信托所给予米特兰的同一身份，并拥有和受限于对该等信托适用的权力、条文及法律责任。

- (c) MBFEL shall cease to be registered as a deposit-taking company under the Deposit-taking Companies Ordinance*.

Editorial Note:

* Cap. 328, 1983 R. Edition (*now repealed, see 27 of 1986*).

5. Accounting treatment of SC Asia and MBFEL

Notwithstanding the provisions of any other Ordinance—

- (a) the balance sheets and profit and loss accounts of SC Asia and MBFEL for the accounting period of each company in which the appointed day falls shall be prepared in all respects as if the property and liabilities of MBFEL had vested in SC Asia pursuant to section 3 on the first day of such accounting periods; and
- (b) any retained profits of MBFEL as at the first day of such accounting periods and any reserves arising on the vesting of the property and liabilities of MBFEL in SC Asia pursuant to section 3 shall be distributable by SC Asia.

6. Trust property

- (1) Any property vested in SC Asia by virtue of this Ordinance which immediately before the appointed day was held by MBFEL, whether alone or jointly with any other person, as trustee or custodian trustee of any trust deed, settlement, covenant, agreement or other instrument (whether originally so appointed or not, and whether appointed under hand or seal, or by order of any court), as judicial trustee appointed by order of any court or in any other fiduciary capacity, shall on and from the appointed day be held by SC Asia alone or, as the case may be, jointly with such other person in the same

- (2) 任何财产归属具有该受信人身分的米特兰所根据或凭借的任何现有文书或法庭命令，以及订明米特兰因以该受信人身分提供服务而获付或留存酬金的上述文书或命令的任何条文或任何现有合约或安排，于指定日期当日及以后，在文意许可的情况下，犹如其中任何提述米特兰之处（提述米特兰的条款及条件或其收费率之处除外，不论提述的措辞为何，亦不论是明订或隐含），由提述渣打（亚洲）所取代一样地解释和具有效力。

7. 补充条文

在不损害本条例前述条文的一般性的原则下，除本条例另有相反条文规定外，下述条文对凭借本条例归属渣打（亚洲）的财产及法律责任具有效力——

- (a) 以米特兰为立约一方的每份现有合约（不论是否以书面作出），在指定日期当日及以后，犹如是以下情况而解释和具有效力——
- (i) 立约一方为渣打（亚洲），而非米特兰；
 - (ii) 任何提述米特兰之处（不论措辞为何，亦不论是明订或隐含），而涉及于指定日期当日或以后须办理的任何事情者，均以提述渣打（亚洲）取代；及
 - (iii) 任何提述米特兰各董事或任何一名董事、高级人员、文员或受雇人之处（不论措辞为何，亦不论是明订或隐含），而涉及于指定日期当日或以后须办理的事情者，即为提述渣打（亚洲）各董事，或渣打（亚洲）为该目的而委任的董事、高级人员、文员或受雇人（视情况所需而

capacity upon the trusts, and with and subject to the powers, provisions and liabilities, applicable thereto respectively.

- (2) Any existing instrument or order of any court under or by virtue of which any property became vested in MBFEL in any such fiduciary capacity, and any provision therein, or any existing contract or arrangement for the payment to, or retention by, MBFEL of remuneration for its services in any such fiduciary capacity, shall, on and from the appointed day, be construed and have effect, so far as the context permits, as if for any reference therein to MBFEL (other than a reference, however worded and whether express or implied, to terms and conditions of or to a scale of fees of MBFEL) there were substituted a reference to SC Asia.

7. Supplementary provisions

Without prejudice to the generality of the foregoing provisions of this Ordinance but subject to any provision in this Ordinance to the contrary effect, the following provisions shall have effect in relation to property and liabilities vested in SC Asia by virtue of this Ordinance—

- (a) every existing contract to which MBFEL is a party (whether in writing or not) shall be construed and have effect on and from the appointed day as if—
- (i) SC Asia had been a party thereto instead of MBFEL;
 - (ii) for any reference (however worded and whether express or implied) to MBFEL there were substituted, as respects anything falling to be done on or after the appointed day, a reference to SC Asia; and
 - (iii) any reference (however worded and whether express or implied) to the directors or to any

定), 或如无上述委任, 则为提述身分与首述的董事、高级人员、文员或受雇人最为接近的渣打(亚洲)董事、高级人员、文员或受雇人;

- (b) (a) 段第 (ii) 及 (iii) 节适用于任何法定条文及任何米特兰并非立约一方的现有合同的任何条文, 而该段第 (i)、(ii) 及 (iii) 节适用于任何其他现有文件(合约除外)的任何条文, 方式与上述各条文适用于 (a) 段适用的合约一样;
- (c) 米特兰与任何客户之间的任何帐户, 于指定日期当日及以后, 成为渣打(亚洲)与该客户之间的帐户, 规限该帐户的条件及附带条件与前相同; 就各方面而言, 该帐户须当作为连续的另一帐户;
- 但本条例并不影响渣打(亚洲)或该客户更改设有任何帐户的条件或附带条件的权利;
- (d) 给予米特兰的任何现有指示、命令、指令、委托、授权书、权限、承诺或同意(不论是否以书面作出, 亦不论是否与任何帐户有关), 在指定日期当日及以后, 犹如是给予渣打(亚洲)一样地具有效力;
- (e) 向米特兰开出或发出或由该公司承兑或背书或于其任何营业地点付款的任何可流转票据或付款单, 不论是在指定日期之前、当日或以后开出、发出、承兑或背书者, 在指定日期当日及以后, 具有同样效力, 犹如该票据或付款单向渣打(亚洲)开出或发出或由该公司承兑或背书或于该公司的同一营业地点付款一样;
- (f) 米特兰以受寄人身分对任何文件、货品或其他物件的保管, 须于指定日期当日移交渣打(亚洲), 而米特兰根据关乎上述文件、货品或物件的任何委托保管合约而具有的权利及义务, 须于指定日期当日成为渣打(亚洲)的权利及义务;
- (g) 在紧接指定日期之前, 由米特兰或其代名人或受托人持有、用作保证任何债项或任何法律责任(不论

director, officer, clerk or servant of MBFEL were, as respects anything falling to be done on or after the appointed day, a reference to the directors of SC Asia or, as the case may require, to such director, officer, clerk or servant of SC Asia, as SC Asia may appoint for that purpose or, in default of appointment, to the director, officer, clerk or servant of SC Asia who corresponds as nearly as may be to the first-mentioned director, officer, clerk or servant;

- (b) sub-paragraphs (ii) and (iii) of paragraph (a) shall apply to any statutory provision and to any provision of any existing contract to which MBFEL was not a party and sub-paragraphs (i), (ii) and (iii) of that paragraph shall apply to any provision of any other existing document (not being a contract) in the same manner as, in any such case, they apply to a contract to which paragraph (a) applies;
- (c) any account between MBFEL and a customer shall, on and from the appointed day, become an account between SC Asia and the customer subject to the same conditions and incidents as theretofore; and such account shall be deemed for all purposes to be a single continuing account:
- Provided that nothing herein shall affect any right of SC Asia or of the customer to vary the conditions or incidents subject to which any account is kept;
- (d) any existing instruction, order, direction, mandate, power of attorney, authority, undertaking or consent given to MBFEL (whether in writing or not and whether or not in relation to an account) shall have effect, on and from the appointed day, as if given to SC Asia;

是现有的或将来的、或有的或实有的) 获得付款或解除的任何抵押, 在指定日期当日及以后, 须由渣打(亚洲) 持有, 或由上述代名人或受托人以代名人或受托人身分为渣打(亚洲) 持有(视情况所需而定), 并可由渣打(亚洲) 用作保证该债项或该法律责任获得付款或解除的抵押, 但以该债项或该法律责任为限; 该等抵押如扩及未来放款或法律责任, 则在指定日期当日及以后, 须按上文所述由渣打(亚洲) 持有, 并可由渣打(亚洲) 用作为其未来放款及其须获解除的未来法律责任的抵押, 方式在各方面均与在紧接该日之前, 其作为米特兰的未来放款或须获解除的法律责任的抵押一样;

- (h) 米特兰的任何权利或法律责任, 如凭借本条例成为渣打(亚洲) 的权利或法律责任, 则渣打(亚洲) 及所有其他人在指定日期当日及以后, 即具有同样的权利、权力及补救办法(尤其是提出法律程序或在法律程序中抗辩、向任何主管当局提出或反对申请的权利及权力), 以确定该项权利或法律责任, 或使该项权利或法律责任可强制执行, 或强制执行该项权利或法律责任, 犹如该项权利或法律责任在任何时候均属渣打(亚洲) 的权利或法律责任一样; 而由米特兰提出或针对米特兰提出、并在紧接指定日期之前待决的任何法律程序或向任何主管当局提出的申请, 均可由渣打(亚洲) 继续进行或继续针对渣打(亚洲) 进行; 及
- (i) 判米特兰胜诉或败诉的任何判决或裁决的规定, 如于指定日期之前仍未获完全满足, 则在可由或可针对米特兰强制执行的范围内, 可由或可针对渣打(亚洲) 强制执行。

- (e) any negotiable instrument or order for payment of money drawn on, or given to, or accepted or endorsed by MBFEL, or payable at any place of business of MBFEL, whether so drawn, given, accepted or endorsed before, on or after the appointed day, shall have the same effect on and from the appointed day, as if it had been drawn on, or given to, or accepted or endorsed by SC Asia or were payable at the same place of business of SC Asia;
- (f) the custody of any document, goods or other thing held by MBFEL as bailee shall pass to SC Asia on the appointed day, and the rights and obligations of MBFEL under any contract of bailment relating to any such document, goods or thing shall on the appointed day become rights and obligations of SC Asia;
- (g) any security held immediately before the appointed day by, or by a nominee of, or trustee for, MBFEL as security for the payment or discharge of any debt or liability (whether existing or future, actual or contingent) shall, on and from the appointed day, be held by, or (as the case may require) by that nominee or trustee as nominee or trustee for, SC Asia and to the extent of that debt or liability be available to SC Asia, as security for the payment or discharge of that debt or liability, and any such security which extends to future advances or liabilities shall, on and from the appointed day, be held by, and be available as aforesaid to, SC Asia as security for future advances by, and future liabilities to, SC Asia in the same manner in all respects as future advances by or liabilities to MBFEL were secured thereby immediately before that day;
- (h) where by virtue of this Ordinance any right or liability of MBFEL becomes a right or liability of SC Asia,

8. 雇佣合约

- (1) 第 7 条 (a) 段适用于米特兰雇用任何人的雇佣合约；而根据该合约受雇于米特兰及渣打(亚洲)，就各方面而言，须当作连续受雇于同一雇主。
- (2) 米特兰任何董事、秘书或核数师，不得仅凭借本条例而成为渣打(亚洲)的董事、秘书或核数师(视属何情况而定)。

9. 证据及纪录及文件

- (1) 凡纪录及其他文件在指定日期之前会就任何事宜而作为对米特兰有利或不利的证据者，就同一事宜而言，可接纳为对渣打(亚洲)有利或不利的证据。
- (2) 在本条中，“文件”(documents)一词须按照《证据条例》(第 8 章)第 46 条解释。(由 1999 年第 2 号第 6 条修订)

SC Asia and all other persons shall, on and from the appointed day, have the same rights, powers and remedies (and in particular the same rights and powers as to taking or resisting legal proceedings or making or resisting applications to any authority) for ascertaining, perfecting or enforcing that right or liability as if it had at all times been a right or liability of SC Asia and any legal proceedings or applications to any authority pending immediately before the appointed day by or against MBFEL may be continued by or against SC Asia; and

- (i) any judgment or award obtained by or against MBFEL and not fully satisfied before the appointed day shall, to the extent to which it is enforceable by or against MBFEL, be enforceable by or against SC Asia.

8. Contracts of employment

- (1) Paragraph (a) of section 7 applies to a contract for the employment of any person by MBFEL; and employment with MBFEL and SC Asia under any such contract shall be deemed for all purposes to be a single continuing employment.
- (2) No director, secretary or auditor of MBFEL shall by virtue only of this Ordinance become a director, secretary or, as the case may be, auditor of SC Asia.

9. Evidence and records and documents

- (1) All records and other documents which would, before the appointed day, have been evidence in respect of any matter for or against MBFEL shall be admissible in evidence in respect of the same matter for or against SC Asia.
- (2) In this section “documents” (文件) shall be construed in accordance with section 46 of the Evidence Ordinance (Cap. 8). (Amended 2 of 1999 s. 6)

10. 《证据条例》第 III 部的适用范围

- (1) 在指定日期当日及以后，《证据条例》(第 8 章)第 III 部适用于凭借本条例归属渣打(亚洲)的米特兰的银行纪录，亦适用于在指定日期前已列入其内的记项，犹如该等银行纪录为渣打(亚洲)的银行纪录一样。
- (2) 就《证据条例》(第 8 章)第 20 条而言，凡银行纪录凭借本条例成为渣打(亚洲)的银行纪录，而其内有任何记项看来是于指定日期前列入者，则该等纪录须当作为在列入该记项时的渣打(亚洲)的普通银行纪录，而任何该等记项须当作为于惯常及通常业务运作中列入者。
- (3) 在本条中，“银行纪录”(banker's records)一词须按照《证据条例》(第 8 章)第 2 条解释。

11. 归属的证据

- (1) 就各方面而言，出示本条例的政府印务局文本，即为米特兰的财产及法律责任按照本条例的条文归属渣打(亚洲)的确证。
- (2) 在不损害第(1)款的一般性的原则下，任何文件如在指定日期当日或以后订立或签立，而渣打(亚洲)藉该文件而单独或联同任何其他人，将米特兰于紧接指定日期前单独或联同任何其他人持有的任何财产转易或转让予任何人(不论是否为代价而作出)，或其意是藉该文件而单独或联同任何其他人将该财产转易或转让予任何人(不论是否为代价而作出)，或藉该文件而单独或联同任何其他人申请注册为该财产的持有人或所有人，则该文件即为米特兰就该财产所占权益已凭借本条例归属渣打(亚洲)的充分证据。

10. Application of Part III of Evidence Ordinance

- (1) On and from the appointed day, Part III of the Evidence Ordinance (Cap. 8) shall apply to the banker's records of MBFEL vested in SC Asia by virtue of this Ordinance, and to entries made therein before the appointed day, as if such banker's records were the banker's records of SC Asia.
- (2) For the purposes of section 20 of the Evidence Ordinance (Cap. 8), banker's records which become the banker's records of SC Asia by virtue of this Ordinance shall be deemed to have been the ordinary banker's records of SC Asia at the time of the making of any entry therein which purports to have been made before the appointed day, and any such entry shall be deemed to have been made in the usual and ordinary course of business.
- (3) In this section "banker's records" (银行纪录) shall be construed in accordance with section 2 of the Evidence Ordinance (Cap. 8).

11. Evidence of vesting

- (1) The production of a Government Printer's copy of this Ordinance shall, for all purposes, be conclusive evidence of the vesting of the property and liabilities of MBFEL in SC Asia in accordance with the provisions of this Ordinance.
- (2) Without prejudice to the generality of subsection (1), any document made or executed on or after the appointed day whereby SC Asia, whether alone or jointly with any other person, conveys or transfers, or purports to convey or transfer, to any person (whether for consideration or not), or applies to be registered as the holder or proprietor of, any property held by MBFEL immediately before the appointed day, whether alone or jointly with any other person, shall be sufficient

(3) 本条不适用于本条例第 3(3) 条适用范围内的任何财产。

12. 土地权益的归属

凭借本条例将土地权益归属渣打(亚洲)一事——

- (a) (由 2004 年第 16 号第 16 条废除)
- (b) 就关乎该项权益的任何文书内所载与转让、转予、放弃管有或其他产权处置有关的任何条文而言，并不构成对该项权益作出转让、转予、放弃管有或作出其他产权处置；或
- (c) 并不导致任何权利的丧失；或
- (d) 并不令任何合约或抵押失效或获得解除；或
- (e) 并无将任何租赁权益并入其预期的复归权益内的效用。

13. 关于渣打(亚洲)的保留条文

本条例并不减损或损害渣打(亚洲)改动其组织章程细则的权力，或处置或处理其资产、经营或不再继续经营其业务或其业务的任何部分的权力。

(由 2012 年第 28 号第 912 及 920 条修订)

14. 关于财务机构的成文法则的保留条文

除本条例另有明文规定外，本条例并不豁免米特兰或渣打(亚洲)受任何规管上述任何公司的业务经营的成文法则所规限。

evidence that the interest of MBFEL in such property became vested in SC Asia by virtue of this Ordinance.

(3) Nothing in this section applies to any property falling within section 3(3) of this Ordinance.

12. Vesting of interests in land

The vesting in SC Asia of an interest in land by virtue of this Ordinance shall not—

- (a) (*Repealed 16 of 2004 s. 16*)
- (b) constitute an assignment, transfer, devolution, parting with possession or other disposition of that interest for the purposes of any provision relating to assignment, transfer, devolution, parting with possession or other disposition contained in any instrument concerning that interest; or
- (c) give rise to any forfeiture; or
- (d) invalidate or discharge any contract or security; or
- (e) operate so as to merge any leasehold interest in the reversion expectant on it.

13. Saving for SC Asia

Nothing in this Ordinance shall derogate from or prejudice the powers of SC Asia to alter its articles of association or to dispose of, or deal with, its assets or to carry on or discontinue its business or any part thereof.

(*Amended 28 of 2012 ss. 912 & 920*)

14. Saving for enactments concerning financial institutions

Save as expressly provided in this Ordinance, nothing in this Ordinance shall exempt MBFEL or SC Asia from the provisions of

15. 保留条文

(具追溯力的适应化修订——见 1999 年第 60 号第 3 条)

本条例不影响亦不得当作影响中央或香港特别行政区政府根据《基本法》和其他法律的规定所享有的权利或任何政治体或法人团体或任何其他人的权利，但本条例所述及者以及经由、透过或藉着他们提出申索者除外。

(由 1999 年第 60 号第 3 条修订)

16. 条例的费用

本条例的拟备、获得接纳及通过，其筹备阶段、进行过程及附带引起或在其他情况下与之有关的费用、收费及开支，须由渣打(亚洲)支付。

any enactment regulating the carrying on of the business of either of them.

15. Saving

(Adaptation amendments retroactively made - see 60 of 1999 s. 3)

Nothing in this Ordinance shall affect or be deemed to affect the rights of the Central Authorities or the Government of the Hong Kong Special Administrative Region under the Basic Law and other laws, or the rights of any body politic or corporate or of any other persons except such as are mentioned in this Ordinance and those claiming by, from or under them.

(Amended 60 of 1999 s. 3)

16. Costs of Ordinance

The costs, charges and expenses preliminary to, and of and incidental to, the preparing for, obtaining and passing of this Ordinance, or otherwise in relation thereto, shall be paid by SC Asia.