

**CONSTITUTION OF BRUNEI DARUSSALAM
(Order under section 83(3))**

INTERNATIONAL LIMITED PARTNERSHIPS ORDER, 2000

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No. S 45

**CONSTITUTION OF BRUNEI DARUSSALAM
(Order under section 83(3))**

INTERNATIONAL LIMITED PARTNERSHIPS ORDER, 2000

In exercise of the power conferred by subsection (3) of section 83 of the Constitution of Brunei Darussalam, His Majesty the Sultan and Yang Di-Pertuan hereby makes the following Order —

Citation, commencement and long title.

1. (1) This Order may be cited as the International Limited Partnerships Order, 2000 and shall commence on a day to be appointed by the Minister, with the approval of His Majesty the Sultan and Yang Di-Pertuan, by notification in the *Gazette*.

(2) The long title of this Order is "An Order to provide for a new form of limited partnership, and for connected purposes".

Interpretation.

2. In this Order, unless the context otherwise requires —

"the Authority" means such person or body as is appointed by His Majesty the Sultan and Yang Di-Pertuan to be the Authority for the purposes of this Order;

"contribution" means cash, property or other assets which a partner contributes to the capital of an ILP (but does not include any moneys lent by a partner to an ILP);

"the court" means the High Court;

"foreign international company" shall have the meaning ascribed thereto in section 2 of the International Business Companies Order, 2000;

"general partner" means a person who has been admitted to a partnership as a general partner in accordance with the partnership agreement and who is named as a general partner in the statement filed with the ILP Registrar pursuant to section 13;

"IBC" shall have the meaning ascribed thereto in the International Business Companies Order, 2000;

"international trust" shall have its meaning ascribed thereto in section 3 of the International Trusts Order, 2000;

"ILP" means an international limited partnership, within the meaning of section 4;

"ILP Registrar" means such person as is appointed by His Majesty the Sultan and Yang Di-Pertuan as the Registrar of International Limited Partnerships for the purposes of this Order;

"insolvency", in relation to an ILP, means that the general partner is unable to pay the debts and obligations of the ILP (otherwise than in respect of liabilities to partners on account of their partnership interests) in the ordinary course of business as they fall due out of the assets of the ILP (without recourse to the separate assets of the general partner not contributed to the ILP) and "solvent" shall be construed accordingly;

"limited partner" means a person who has been admitted to an ILP as a limited partner and who has complied with section 6;

"Minister" means the Minister of Finance;

"partner" means a general partner or a limited partner;

"partnership agreement" means a written agreement which is governed by the laws of Brunei Darussalam and which provides for the establishment of a partnership as an ILP and regulates the affairs of the partnership, the conduct of its business and the rights and obligations of the partners, and if such an agreement is amended at any time, the agreement as amended shall be the partnership agreement;

"partnership interest", means the interest of a partner in an ILP in respect of profit, capital, voting and other rights, benefits and obligations to which he is entitled or subject by virtue of the partnership agreement;

"regulations" means regulations made under section 19;

"statutory value" has the meaning assigned to it under section 8(2);

"trust corporation" in relation to an ILP means a person duly licensed to conduct international partnership business under the Registered Agents and Trustees Licensing Order, 2000.

Application of general law.

3. (1) Subject to any specific provision contained in this Order, the provisions of the Partnership Act, 1890 of the United Kingdom and, so far as not inconsistent

with that Act, the common law of England and the doctrines of equity applicable to partnerships shall apply to ILPs.

(2) The Limited Partnerships Act, 1907 of the United Kingdom shall not apply to ILPs.

Constitution of an International Limited Partnership.

4. (1) An International Limited Partnership is a partnership which —
- (a) consists of one or more general partners and one or more limited partners;
 - (b) is formed for any lawful purpose to be carried out and undertaken in or from within Brunei Darussalam or elsewhere; and
 - (c) is registered in accordance with section 13 as an International Limited Partnership.
- (2) An ILP may not —
- (a) carry on business with any person resident in Brunei Darussalam;
 - (b) own an interest in land situated in Brunei Darussalam, other than such a lease as is referred to in subsection (4)(e);
 - (c) carry on international banking business unless licensed to do so under any written law regulating the carrying on of such business in Brunei Darussalam;
 - (d) carry on any business which constitutes international insurance business for the purposes of any written law regulating the carrying on of such business in Brunei Darussalam;
 - (e) carry on any business of providing registered offices for companies;
 - (f) provide any international business services as defined in the Registered Agents and Trustees Licensing Order, 2000.
- (3) An ILP shall be treated as carrying on business with a person resident in Brunei Darussalam if, without the prior consent of the Minister on such conditions as he may consider fit, a partnership interest is held by a person resident in Brunei Darussalam other than a person which is —
- (a) an IBC, a foreign international company or an ILP; or

(b) a registered agent licensed under the Registered Agents and Trustees Licensing Order, 2000 or a wholly owned subsidiary thereof authorised pursuant to section 3(1) of that Order, whether acting as trustee or in its own behalf;

(4) Subject to subsection (3), for the purposes of paragraph (a) of subsection (2), an ILP shall be deemed not to carry on business with any person resident in Brunei Darussalam by reason only that —

(a) it makes or maintains deposits with a person carrying on banking business in Brunei Darussalam;

(b) it makes or maintains professional contact with advocates, accountants, bookkeepers, trust companies, administration companies, investment advisers or other similar persons carrying on business in Brunei Darussalam;

(c) it prepares or maintains books and records in Brunei Darussalam;

(d) it holds meetings of its principals, directors or officers, however described, or of its partner or any of them in Brunei Darussalam;

(e) it holds a lease of any property for the purposes of its operations or as accommodation for its officers or employees; or

(f) it holds securities in an IBC, a foreign international company, an international trust or a partnership interest.

(5) It shall be a condition of continuing to be an ILP that, subject to subsection (2), the ILP will not issue, circulate or distribute in Brunei Darussalam any prospectus offering for subscription any partnership interest.

(6) Section 311 of the Companies Act (Chapter 39) (Prohibition of partnerships with more than twenty members) shall not apply to an ILP.

(7) In an ILP —

(a) a general partner shall be personally liable for all the debts and obligations of the ILP but, except in so far as the partnership agreement or this Order otherwise provides, a limited partner shall not be so liable; and

(b) at the time of his becoming a limited partner, a limited partner shall contribute, or undertake to contribute, a stated amount (or property valued at a stated amount) to the capital of the partnership.

(8) A general partner shall at all times act in good faith in the interests of the ILP.

(9) Subject to the provisions of this Order, a body corporate, however described and with or without limited liability, and a partnership (of whatever description, including an ILP and a limited partnership) may be a general partner or a limited partner; and a person who is a general partner in an ILP may also become a limited partner in that ILP.

(10) If in any ILP there are two or more general partners, provisions of this Order requiring or authorising a thing to be done by or to a general partner shall be satisfied, except where the context otherwise indicates, by its being done by or to any one of the general partners.

(11) At least one partner in an ILP shall be either —

- (a) an IBC;
- (b) a trust corporation or a wholly owned subsidiary thereof as provided for in section 3(3) of the Registered Agents and Trustees Licensing Order, 2000 whether acting as trustee or on its own behalf; or
- (c) a partnership which is an ILP,

but subject to that, the partners in an ILP shall be resident, domiciled, established, incorporated or registered in a country or territory outside Brunei Darussalam.

Name and registered office.

5. (1) Every ILP shall have a name which includes the words "International Limited Partnership" or the letters "ILP", and which may include the name of any partner or any derivation thereof.

(2) No ILP shall have a name which is for the time being prohibited by regulations or which, for any reason whatsoever and whether intentionally or not, is likely to mislead (whether by similarity to or association with the name of some other person, body, or type of business or otherwise) or which is not acceptable to the ILP Registrar.

(3) Every ILP shall at all times maintain a registered office in Brunei Darussalam at the registered office of a trust corporation to which all notices and other communications may be addressed, and the trust corporation concerned shall display at its registered office in easily legible form the name of such ILPs as have their registered office there.

(4) An ILP shall keep at its registered office in Brunei Darussalam such accounts and records as are sufficient to show and explain the ILP's transactions and to disclose with reasonable accuracy, at any time, the financial position of the ILP at that time.

(5) When an ILP is to be audited, the audit shall be conducted by an approved auditor as defined in section 2 of the International Business Companies Order, 2000.

Modification of general law and potential liability of limited partners.

6. (1) Except as is permitted or required under this Order, a limited partner shall not take part in the conduct of the business of an ILP, and all letters, contracts, deeds, instruments or documents whatsoever shall be entered into by the general partner on behalf of the ILP.

(2) If a limited partner, other than a trust corporation acting in such capacity for the purposes of this Order, takes part in the conduct of the business of the ILP in its dealings with persons who are not partners, then, subject to subsection (3), in the event of the insolvency of the ILP, the limited partner shall be liable, as though he were a general partner, for all debts and obligations of the ILP incurred during the period that he does so take part.

(3) When a limited partner becomes liable by virtue of subsection (2), he shall be so liable only in respect of a debt or obligation incurred by the ILP in favour of a person who, at the time the debt or obligation was incurred, reasonably believed, on the basis of the conduct of the limited partner, that the limited partner was a general partner; and the assignment or other transfer of any such debt or obligation at any time before the insolvency of the ILP shall not affect any liability arising under subsection (2).

(4) For the purposes of this Order, a limited partner shall be deemed not to take part in the conduct of the business of an ILP by doing any one or more of the following —

- (a) being a contractor for, or an agent, attorney or employee of, the ILP or a general partner or acting as a director, officer or shareholder of a general partner which is a body corporate;
- (b) consulting with and advising a general partner with respect to the business of the ILP;
- (c) investigating, reviewing, approving or being advised as to the accounts or business affairs of the ILP or exercising any right conferred by this Order;
- (d) acting as surety or guarantor or providing any other form of security for the ILP, either generally or in respect of specific obligations;
- (e) approving or disapproving an amendment to the partnership agreement; or

- (f) voting as a limited partner on one or more of the following matters —
- (i) the dissolution and winding up of the ILP;
 - (ii) the purchase, sale, exchange, lease, mortgage, pledge or other acquisition or transfer of any asset by or on behalf of the ILP;
 - (iii) the incurring or renewal of any indebtedness of the ILP;
 - (iv) a change in the nature of the business of the ILP;
 - (v) the admission, removal or withdrawal of a general or limited partner and the continuation of the business of the ILP thereafter; or
 - (vi) transactions in which one or more of the general partners have an actual or potential conflict of interest with one or more of the limited partners.

(5) Subsection (4) does not import any implication that the possession or exercise of any other power of a limited partner necessarily constitutes the taking part by that partner in the business of the ILP.

Admission of limited partners and assignment of interest.

7. (1) Subject to this Order, a person may be admitted to an ILP as a limited partner solely with the consent of the general partner or, if there is more than one general partner, with the consent of all of them.

(2) Subject to this Order and to any provision of the partnership agreement, a limited partner may assign absolutely the whole or any part of his partnership interest and an assignee shall as of the date of the assignment become a limited partner with all of the rights and obligations of the assignor, other than any liability arising under sections 6(2) or 10.

(3) On an absolute assignment by a limited partner of the whole of his partnership interest, he shall cease to be a limited partner of the ILP but, notwithstanding anything in the partnership agreement or any other contract, such an assignment shall not relieve him of any liability incurred under sections 6(2) or 10.

(4) A limited partner may assign the whole or any part of his partnership interest by way of mortgage or charge, provided that no such assignment shall operate to constitute the assignee a partner in the ILP or relieve the assignor of any of his obligations as a limited partner, and section 31 of the Partnership Act, 1890 of the United Kingdom shall apply to such an assignment.

Contribution of limited partner.

8. (1) Any contribution to be made by a limited partner to an international limited partnership may be in the form of money in any currency, any other property, or services.

(2) Where the contribution of the limited partner is made or undertaken to be made otherwise than in cash —

(a) there shall forthwith be assigned to that contribution or part of that contribution or to that intended contribution or part of that intended contribution, in accordance with the partnership agreement, a value to be known as a statutory value; and

(b) the statutory value shall, for the purposes of this Order, be accepted as the value of that contribution or that part of the contribution or of that intended contribution or that part of the intended contribution, as the case may be.

(3) Where an ILP proposes to make an invitation to the public of a partnership interest or other interest, sections 21 to 35 inclusive of the International Business Companies Order, 2000, and the relevant Regulations made under that Order shall apply *mutatis mutandis*, as shall any exemptions given pursuant to those sections.

General provisions as to ILPs.

9. (1) Any property of an ILP which —

(a) is conveyed to or vested in or held on behalf of the general partner or, if there is more than one general partner, any one or more of them; or

(b) is conveyed to or vested in the name of the ILP,

shall be held or, as the case may be, be deemed to be held by the general partner or, if there is more than one, the general partners jointly on trust, as an asset of the ILP, in accordance with the terms of the partnership agreement.

(2) Any debt or obligation incurred by a general partner in the conduct of the business of an ILP shall be a debt or obligation of the ILP.

(3) Any difference arising as to matters connected with the business of an ILP shall be decided by the general partner or, if there is more than one general partner, by a majority in interest of them.

(4) Subject to any provision of the partnership agreement, each limited partner shall be entitled, on demand, to receive from a general partner true and full information regarding the state of the business and financial condition of the ILP.

(5) Subject to any provision of the partnership agreement and to the duty imposed on a general partner by section 4(8), a partner may, with or without interest or security as the general partner may determine, make a loan to, borrow from and transact other business with the ILP (so that an asset, debt or obligation of the ILP is thereby created) and shall have the same rights and obligations with respect thereto as a person who is not a partner; but the obligations of the ILP to repay a debt to a general partner shall at all times be subordinated to the claims of secured and unsecured creditors of the ILP.

Return of capital to limited partner.

10. (1) Subject to any provision of the partnership agreement and to subsections (2) and (3), on an application addressed to the general partner or on the dissolution of an ILP, a limited partner shall be entitled to receive out of the capital of the ILP a payment representing the return of the whole or (according to the nature of any application) a part of his contribution to the ILP.

(2) Unless, at the time of the receipt of the payment referred to in subsection (1), the general partner or, if more than one, a majority of them certify that, after the proposed return of contribution is made, the ILP will be able to pay its debts in full as they fall due, the provisions of subsection (3) shall apply in relation to the payment for a period of four months from the date of receipt of the payment.

(3) If this subsection applies in relation to a payment made to a limited partner, then, in the event of the insolvency of the ILP within the period of four months specified in subsection (2), the limited partner shall be liable to repay the payment together with a return or contribution to the extent that the capital returned or part thereof returned is necessary to discharge a debt or obligation of the ILP incurred during the period when the capital returned represented an asset of the ILP.

(4) In this section "receive" and "receipt", in relation to a payment, includes the release of any undertaking to make a contribution and, in this context, any liability to make a repayment pursuant to subsection (3) shall be construed as referring to the due performance of such an undertaking.

Register of limited partners and their interests.

11. (1) The general partner shall maintain or cause to be maintained at the registered office of the ILP a register of the names and addresses, amounts and dates of the contribution or contributions of each of the limited partners or the

amounts undertaken to be contributed and the amounts and dates of any payments representing a return of any part of the contribution of a partner.

(2) The register referred to in subsection (1) —

- (a) shall be updated within twenty-one days of any change in the particulars required to be entered in it;
- (b) shall be *prima facie* evidence of the matters required by subsection (1) to be included in the register.

(3) On written request made to an ILP and on payment of the prescribed fee —

- (i) any partner, director or other officer or liquidator of an ILP or the Authority;
- (ii) any other person with the written permission of such director, officer or liquidator; or
- (iii) any other person with the written permission of the Authority or the ILP Registrar, in either case with a cogent reason for inspection having been supplied by such person,

may, personally or by an agent authorised in writing, inspect the register referred to in subsection (1) during business hours.

(4) If there is a failure to comply with the requirements of this section, the general partner or, if more than one, each general partner shall be guilty of an offence and liable on conviction to a fine not exceeding two hundred and fifty dollars and to a further fine not exceeding one hundred dollars for each day after conviction on which the failure continues; and the general partner or, if more than one, the general partners jointly and severally shall be liable to indemnify any person who thereby suffers loss.

Dissolution of ILP.

12. (1) Notwithstanding anything in the Partnership Act, 1890 of the United Kingdom, but subject to any provision of the partnership agreement, an ILP shall not be terminated by —

- (a) a change in any one or more of the limited partners or general partners;
- (b) the assignment of the whole or part of the partnership interest of a limited partner;

- (c) the death, incapacity, bankruptcy, removal, resignation, dissolution, insolvency or winding up of a limited partner or, if there is more than one general partner, of a general partner;
- (d) any one or more of the limited partners granting a mortgage or charge or other form of security interest over the whole or part of his partnership interest;
- (e) a sale, exchange, lease, mortgage, pledge or other form of transfer of any asset of the ILP.

(2) Notwithstanding anything in the partnership agreement or any other contract, the death, incapacity, bankruptcy, removal, resignation, dissolution, insolvency or winding up of the sole or last remaining general partner shall cause the immediate dissolution of the ILP which, subject to subsection (3), shall be wound up in accordance with the partnership agreement, but subject to any order or direction of the court under subsection (5).

(3) If, within the period of thirty-five days of the date of dissolution of an ILP by virtue of subsection (2), the limited partners unanimously elect one or more new general partners; the business of the ILP shall not be required to be wound up as required by that subsection but may be resumed and continued as provided for in the partnership agreement.

(4) An ILP shall not be dissolved by an act of the partners unless a notice of dissolution, signed by the general partner or, if more than one, at least one general partner, is filed with the ILP Registrar, accompanied by such fee as may be prescribed by regulations.

(5) On an application by a partner or creditor, the court may decree dissolution of an ILP in the manner provided for the winding up of unregistered companies pursuant to Part VIII of the Companies Act (Chapter 39) and may make such other or further orders and directions for the winding up of its affairs as may be just and equitable.

(6) Subject to any orders or directions of the court under subsection (5), in the event of the dissolution of an ILP, its affairs shall be wound up by the general partner or, if there is more than one, all of them.

(7) Where an ILP is, by the terms of the partnership agreement, for a fixed period of time, the ILP shall be dissolved on the expiry of that period.

Registration of ILPs.

13. (1) The registration of an ILP shall be effected through a trust corporation by the payment of such fee as may be prescribed by regulations and by filing with

the ILP Registrar a statement signed on behalf of the trust corporation filing the application for the ILP specifying —

- (a) the name of the ILP;
- (b) the general nature of the business of the ILP;
- (c) the address in Brunei Darussalam of the ILP;
- (d) the term, if any, for which the ILP is entered into or, if it is for unlimited duration, the date of its commencement and that the ILP is without limit of time; and
- (e) the full name and address of the general partner or, if there is more than one, of each general partner.

(2) The ILP Registrar shall not register a statement required under subsection (1) unless there is filed in addition a certificate of due diligence given by the trust corporation concerned in the prescribed form and by a certificate (which may be included in the certificate of due diligence) signed by the trust corporation certifying that the requirements of this Order in respect of registration have been complied with respect to the proposed ILP.

(3) Every document required or permitted to be lodged or filed with the ILP Registrar under this Order shall be so filed through a trust corporation, and a trust corporation which wilfully files a certificate of due diligence which is untrue or based on incomplete information shall be guilty of an offence and liable on conviction to a fine not exceeding fifty thousand dollars, imprisonment not exceeding one year or both.

(4) Subject to subsection (5), as soon as an ILP has complied with subsections (1) and (2), the ILP Registrar shall issue to the ILP a certificate of registration under his hand and seal; and such a certificate shall be conclusive evidence that the requirements of this Order with respect to the formation and registration of the ILP have been complied with.

(5) Notwithstanding subsection (4), the ILP Registrar may refuse to issue a certificate of registration in any case where, in his opinion, the adoption of the name proposed for the ILP would result in a contravention of section 5(2).

(6) The ILP Registrar shall maintain a record of each ILP and the statements filed in relation to it under this section, and on payment of the prescribed fee any partner, director however described or liquidator of the ILP, the Authority or the trust corporation for the time being of the ILP or any other person with the written permission of such director, partner or liquidator or who can demonstrate to the Authority or the ILP Registrar that he has a cogent reason for doing so (not being a reason inconsistent with the objectives of this Order including but not limited to

the provision of confidentiality) may, subject to this Order and during business hours —

(a) inspect the registers and other documents kept by the ILP Registrar; and

(b) make copies of or of extracts from those registers and documents.

(7) On request to the ILP Register made through the trust corporation concerned and on payment of the prescribed fee, he shall furnish any person of the class of persons or having the permission mentioned in subsection (6) with a copy, certified by him, of the certificate of the registration of the ILP or of any other document or part thereof, but save as aforesaid no document filed by the ILP Registrar in respect of the ILP shall be available for inspection or copying.

(8) Notwithstanding subsection (7), except in the case of a partner, director, liquidator, the Authority or in any case where the prior written consent of the ILP or the trust corporation acting for the international company has been given, the ILP Registrar shall not allow any person to inspect any document or provide any person with a copy or extract of any document unless the ILP Registrar has given reasonable notice to the ILP at its registered office of his intention to do so, such notice to include details of the relevant documents and the persons who will inspect or be provided with a copy of such documents.

(9) Until the date indicated on a certificate of registration issued under subsection (3), no limited partner in the ILP to which the certificate relates shall have the benefit of limited liability.

Changes in registered particulars.

14. (1) Subject to subsection (2), if at any time during the continuance of an ILP any change is made or occurs in any of the matters specified in the statement filed under section 13(1), then, within sixty days of the change, a statement in the prescribed form including, where a new partner is to be admitted an appropriate re-affirmation of the certificate of due diligence under subsection (2) signed on behalf of the trust corporation administering the ILP, specifying the nature of the change shall be filed with the ILP Registrar, accompanied by the prescribed fee.

(2) Where the statement required by subsection (1) is in respect of any arrangement or transaction in consequence of which any person will cease to be a general partner or whereby the partnership is dissolved or the statement shall be filed with the ILP Registrar within twenty-one days of the arrangement or transaction; and, until the statement is so filed, the arrangement or transaction shall be of no effect for the purposes of this Order or the partnership agreement.

(3) Where an ILP has incurred a debt or obligation, then, except with the written consent of any person affected thereby, no subsequent arrangement or

transaction shall take effect to the extent that it seeks to relieve or discharge a general partner from his obligations as a general partner with regard to that debt or obligation.

(4) The ILP Registrar may refuse to accept any statement under subsection (1) which specifies such a change in the name of the ILP as, in his opinion, would result in a contravention of section 5(2).

Default provisions relating to registration.

15. (1) If there is a failure by a general partner to sign and file a statement as required by any provision of sections 13 or 14, then, on an application to the ILP Registrar by any other partner or by any assignee of a partnership interest who is or may be affected by the failure, the ILP Registrar may direct such person as it sees fit to sign and file the statement on behalf of a general partner.

(2) If there is a wilful failure to file a statement required by section 14 within the period specified in subsection (1) of that section or, as the case may be, subsection (2) of that section, each general partner who is in default —

- (a) shall be guilty of an offence and liable on conviction to a fine not exceeding one thousand dollars and to a further fine not exceeding one thousand dollars for each day after conviction on which the failure continues; and
- (b) shall be liable to indemnify any person who suffers any loss by reason of the failure.

Legal proceedings.

16. (1) Subject to subsections (2) and (3), legal proceedings by or against an ILP may be instituted by or against any one or more of the general partners only; and no limited partner shall be a party to such proceedings.

(2) If the court considers it just and equitable to do so, it may authorise a general partner or any other person to join in or otherwise institute proceedings against any one or more of the limited partners to enforce a liability arising under sections 6(2) or 10(3).

(3) A limited partner may institute any proceedings on behalf of an ILP if any one or more of the general partners having authority to institute those proceedings have, without good cause, refused to do so.

Annual return.

17. (1) On or before each anniversary of registration pursuant to section 13, an ILP shall file with the ILP Registrar a return signed by or on behalf of a general partner certifying that, during the preceding year, the ILP has complied with section 14(1) and that there has been no breach of the declaration given in accordance with section 13(1).

(2) At the time of filing a return under subsection (1), there shall be paid to the ILP Registrar the annual prescribed renewal fee.

(3) If default is made in complying with subsections (1) or (2), the ILP shall be guilty of an offence and liable on conviction to a fine not exceeding one thousand dollars and to a further fine not exceeding one hundred dollars for each day after conviction on which the default continues.

Revocation of registration.

18. (1) Registration of an ILP may be revoked by the ILP Registrar acting on the advice of the Authority where —

- (a) the ILP fails to pay its prescribed annual renewal fee or penalty fees;
- (b) any partner of an ILP that is a trust corporation, international company or foreign company ceases to be registered in Brunei Darussalam;
- (c) the ILP partnership fails to maintain a registered office as required by this Order;
- (d) the international partnership or limited partnership is in contravention of section 4(2).

(2) Where the ILP Registrar so acting on the advice of the Authority intends to revoke the registration of an ILP under this section, he shall give notice of his intention to the registered office of the said ILP and allow a reasonable opportunity to show cause why the registration of the international partnership or limited partnership should not be revoked.

(3) Where registration of an ILP is revoked, and the partners wish to restore the ILP to the register, it shall proceed in all respects by way of fresh application under section 13, provided the ILP Registrar is satisfied that such registration is justified in all the circumstances.

Regulations.

19. The Minister may, with the approval of His Majesty the Sultan and Yang Di-Pertuan, make regulations —

- (a) specifying the duties to be performed by the ILP Registrar for the purposes of this Order;
- (b) prescribing the forms to be used for the purposes of this Order;
- (c) generally with regard to the procedure for, and regulation of, registration under this Order and any matters incidental thereto;
- (d) prescribing requirements, fees, forms and matters relating to prospectus requirements; and
- (e) for any other purpose for which, under the preceding provisions of this Order, provision may be made by regulation.

Exemptions from taxes and duties.

20. (1) No income tax, tax on capital gains or other direct tax shall be levied, withheld or collected —

- (a) on or in respect of any dividends or earnings attributable to any share, debt or securities of an ILP; or
- (b) on or in respect of any dividends, interest or other returns from any shares, securities, deposits or other borrowings of a licensee or any assets managed by an ILP, if the dividends, interest or other returns are shown to be in respect of shares, securities, deposits, borrowings or other assets beneficially owned by a person who either is not a resident or is a person falling within section 4(3).

(2) No estate, inheritance, succession or similar tax shall be levied in respect of any shares, securities or assets of an ILP or in respect of the transfer of any such shares, securities or assets.

(3) Notwithstanding anything in the Stamp Act (Chapter 34), duty shall not be chargeable on any of the following descriptions of instruments —

- (a) instruments relating to transfers of any property (including a partnership interest) to or by an ILP;
- (b) instruments relating to transactions in respect of the shares, debt obligations or other securities of an ILP;
- (c) instruments relating in any way to the assets or activities of an ILP.

(4) The exemption from taxes and duty conferred on a licensee by subsections (1) to (3) may, at no extra charge, may be evidenced by a certificate issued by the Minister confirming that the licensee is so exempt; and, without prejudice to the possibility of the issue of a further such certificate, any such certificate shall be valid for a period of ten years from the date thereof.

(5) No filing, return or financial information shall be required from an ILP in relation to any taxation, duty or other levy in respect of which relief is granted under this section.

Recovery of fees, etc.

21. There shall be recoverable as a civil debt due to the Authority from the ILP concerned the amount of any fee payable under this Order or under the regulations and any remuneration, expenses and other costs or charges incurred by the Authority in performance of his functions under this Order.

Indemnity.

22. Neither the ILP Registrar, the Authority nor any of the following —

- (a) any member of the Authority;
- (b) any person nominated, approved or authorised by the Authority under any provision of this Order,

shall be liable, in damages or otherwise, as a result of anything done *bona fide* in the exercise of any power or the performance of any function or duty arising out of, conferred or imposed by or under this Order.

Offences in relation to false statements.

23. (1) A person shall be guilty of an offence if, in connection with any application or any document required or made for the purpose of this Order, in compliance or purported compliance with any requirement of this Order or otherwise for the purposes of this Order —

- (a) he makes a statement which he knows or has reasonable cause to believe to be false, deceptive or misleading in a material particular;
- (b) he recklessly makes a statement, dishonestly or otherwise, which is false, deceptive or misleading in a material particular;

- (c) he produces or furnishes or causes or permits to be produced or furnished any information or document which he knows or has reasonable cause to believe to be false, deceptive or misleading in a material particular; or
- (d) he recklessly produces or furnishes or recklessly causes or permits to be produced or furnished, dishonestly or otherwise, any information or document which is false, deceptive or misleading in a material particular.

(2) A person guilty of an offence under this section shall be liable on conviction to a fine not exceeding three hundred thousand dollars and to imprisonment for a term not exceeding five years.

Offences by bodies corporate.

24. Where an offence under this Order committed by an ILP or other body corporate is proved to have been committed with the consent or connivance of, or to be attributable to any neglect on the part of —

- (a) any director, manager, secretary or other similar officer of that body, or any person who was purporting to act in that capacity; or
- (b) any other person who holds a controlling interest in that body,

he, as well as the body corporate, shall be guilty of that offence and liable to be proceeded against and punished accordingly.

Power of Authority to compound.

25. The Authority may, without instituting proceedings against any person for any offence under this Order or the regulations which is punishable only by a fine, demand and receive the amount of the fine or such reduced amount as he thinks fit from that person, whereupon —

- (a) if that person pays the amount to the Authority within fourteen days after the demand, no proceedings shall be taken against him in relation to the offence;
- (b) if that person does not pay the amount so demanded, the Authority may cause proceedings to be instituted in relation to the offence.

20th. JUNE, 2000

Made this 21st. day of Safar, 1421 Hijriah corresponding to the 25th. day of May, 2000 at Our Istana Nurul Iman, Bandar Seri Begawan, Brunei Darussalam.

HIS MAJESTY
THE SULTAN AND YANG DI-PERTUAN
BRUNEI DARUSSALAM