

GUIDE TO REGISTERING A LIMITED PARTNERSHIP IN MAURITIUS

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PREFACE

This Guide to Registering a Limited Partnership under the Limited Partnerships Act, 2011 has been prepared to ensure that information is readily available to those interested.

It provides a brief summary of the registration procedures and highlights the documents required from an applicant. For more detailed overview then please refer to our "Guide to Limited Partnerships in Mauritius".

We recognise that this Guide will not completely answer detailed questions which clients and their advisers may have; it is not intended to be comprehensive. If any such questions arise in relation to the contents, they may be addressed to any member of the team, using the [contact information](#) provided at the end of this Guide.

Appleby

Mauritius

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1. BACKGROUND

1.1 Scope of the Act

A limited partnership may be formed in Mauritius to carry on any lawful business in Mauritius or from within Mauritius with persons outside Mauritius, or both in Mauritius and from within Mauritius with persons outside Mauritius.

Unless otherwise specified in the partnership agreement, a limited partnership shall have a continuous and successive existence, through its present and future partners until its dissolution.

The name of every limited partnership shall end with the words "Limited Partnership", the abbreviation "L.P." or the designation "LP", and may contain the name of any general partner or any derivation thereof.

1.2 Legal Personality

The general partner(s) of a limited partnership may elect to have or not to have legal personality. A limited partnership which has legal personality may subsequently elect not to continue as a legal person, or a limited partnership which does not have legal personality may subsequently elect to continue as a limited partnership having legal personality. However, prior notification being given to the Registrar of Limited Partnerships (the **Registrar**), the change must be entered by the Registrar in the Register and certificate of registration of the limited partnership, and the change must not affect the rights or obligations which the limited partnership had prior to the change.

1.3 Partners

A partner of a limited partnership may be resident, domiciled, established, incorporated or registered under the laws of Mauritius or any other country. However, unless at least one general partner is:

- resident in Mauritius, where he is a natural person; or
- incorporated, formed or registered under the laws of Mauritius, where it is not a natural person,

every limited partnership shall at all times have and maintain in Mauritius a registered agent.

(a) General Partners

A general partner is usually an agent of the limited partnership (subject to the Act and the partnership agreement) and of his other partners for the purposes of the business of the limited partnership and shall have general authority to conduct and manage the business and affairs of the limited partnership and to exercise, in its name, all its rights, powers and authority. Any debt or obligation incurred by a general partner in the conduct of the business of a limited partnership shall be a debt or obligation of the limited partnership.

(b) Limited Partners

A limited partner shall not participate in the conduct or management of the business of the limited partnership. Moreover, a limited partner shall not transact the business of, sign or execute documents for, or otherwise bind, the limited partnership.

Subject to the Act and the partnership agreement, limited partner(s) shall not be liable for any debts of the limited partnership beyond the amount contributed or agreed to be contributed to the limited partnership.

1.4 What should be notified to the Registrar

- Declaration where the general partners elect that a limited partnership shall have legal personality. The declaration must be signed by one or more of the general partners, stating that the limited partnership shall have legal personality.

- Change in legal personality (that is a limited partnership having a legal personality subsequently electing not to continue as a legal person; or a limited partnership which does not have legal personality may subsequently elect to continue as a limited partnership having legal personality).
- Where a limited partnership changes its name, it shall, within 21 days of the change, notify the Registrar, in writing, of the change.
- The limited partnership shall, within 21 days beginning on the date of the change of the Registered Office, notify the Registrar of such change.
- Where a limited partnership adopts a balance sheet date other than 31 December, or changes its balance sheet date, it shall forthwith give notice of the balance sheet date of the limited partnership to the Registrar and upon receipt of that notice by the Registrar, the adoption or change of the balance sheet date shall have effect.
- Every limited partnership, other than a small limited partnership, shall ensure that, within 28 days after the financial statements of the limited partnership are required to be signed, copies of those statements together with a copy of the report of the auditor on those statements are filed with the Registrar for registration. However, a limited partnership holding a Global Business Licence shall file its financial statements and reports of the auditor with the Commission; and the Commission shall give notice to that effect to the Registrar.
- A small limited partnership shall be filed with the Registrar for registration with the annual return, a financial summary or the financial statements.
- All limited partnerships shall submit to the Registrar, for registration, an annual return of the limited partnership.
- Upon dissolution a notice of dissolution signed by a general partner must be delivered to the Registrar.
- Upon the expiration of its fixed duration, a notice of its continuance should be filed with the Registrar not less than 15 days before the date of expiration, so as to prevent dissolution of the limited partnership.

1.5 Registered Office

A limited partnership shall have and maintain a registered office in Mauritius which may but need not be its principal place of business. Service of legal proceedings and other communications, notices or documents at the registered office of the limited partnership shall be deemed to be proper service on the limited partnership.

1.6 Partnership Agreement

The “partnership agreement” means a written agreement between the partners which determines the conduct of the affairs of the limited partnership, the mutual rights and duties of the partners and their rights and duties in relation to the limited partnership.

Every limited partnership shall have a partnership agreement. The partnership agreement shall be binding upon the partners and their assignees, and upon subsequent partners in the same manner as those persons had themselves executed it. Any amendment made to a partnership agreement shall be binding upon all existing partners and their assignees.

1.7 Fees

ITEM	Matters in respect of which a fee shall be payable	Fees to be paid on or before the due date
1.	In the case of a small limited partnership ¹ :	
	(a) at the time of its registration;	Rs 2,000
	(b) in respect of every subsequent year.	Rs 2,000
2.	In the case of a foreign limited partnership ² -	
	(a) at the time of its registration;	Rs 9,000
	(b) in respect of every subsequent year.	Rs 9,000
3.	In the case of any other limited partnership -	
	(a) at the time of its registration;	Rs 6,000
	(b) in respect of every subsequent year.	Rs 6,000

2. APPLICATION REQUIREMENTS

2.1 Registration

Applications for the registration of a limited partnership must be made to the Registrar of Limited Partnership. The application for registration shall be accompanied by the following:

- the written consent of the general partners for the registration of the limited partnership, given in such form as the Registrar may approve;
- a statement containing such information on the limited partnership as the Registrar may require;
- such fee as may be prescribed; and
- a declaration, in such form as the Registrar may approve, signed by one or more of the general partners, stating the following particulars:
 - the name of the limited partnership;
 - the nature of its business;
 - its registered office and its principal place of business;
 - in the case of a natural person, his full name and address;
 - in the case of a body corporate or an unincorporated body, the address of its registered office or, if none, its principal place of business;
 - the duration for which the limited partnership is to exist and the date of commencement of that duration or, if the limited partnership is for unlimited duration, a statement to that effect; and

¹ A limited partnership shall be a small limited partnership where:

- (a) the turnover of the limited partnership in respect of its last preceding accounting period is less than 50 million rupees or such other amount as may be prescribed; and
- (b) it is not a limited partnership holding a Global Business Licence.

² "foreign limited partnership" means a partnership:

- (a) constituted under the law of a country outside Mauritius; and
- (b) in which one or more partners has limited liability in respect of partnership obligations as a result of the registration of the partnership in that country.

Note: a foreign limited partnership may apply to the Registrar to be registered as, and continue as, a limited partnership in Mauritius.

- such other information as the Registrar may require, or as the general partners may decide to include, in the declaration.

2.2 Registration Fees

See paragraph 1.7 above.

2.3 Certificate of Registration

The limited partnership shall be deemed to have been registered as a limited partnership under the Act when the Registrar, upon being satisfied with all information provided in the application:

- inscribes the name of the limited partnership in the Register;
- allocates a registration number to the partnership; and
- issues the limited partnership with a certificate of registration.

The Registrar shall issue to the general partners a certificate of registration and same would be issued subject to such conditions as the Registrar may impose.

The Certificate of Registration shall be conclusive evidence that all the requirements of the Act as to the formation and registration of the limited partnership have been complied with and on and from the date of registration stated in the certificate of registration, the limited partnership is registered under the Act.

Notwithstanding the issue of a certificate of registration, where a limited partnership proposes to conduct any business for which a licence, authorisation, registration or approval is required under any enactment, it shall apply for such licence, authorisation, registration or approval as may be required before commencing business.

2.4 Application for a Global Business Licence

Any partnership wishing to operate in the global business environment must apply for a Category 1 Global Business Licence.

Category 1 Global Business Licence

An application for a Category 1 Global Business Licence (a **GBL1**) may only be made through a management company in such form as may be approved by the Commission.

Any entity holding a GBL1 is allowed to undertake from within Mauritius any business activity which is not illegal or against public policy. However, the general condition is that entities applying for a GBL 1 must propose to conduct business outside Mauritius. However, the Commission may, subject to such terms and conditions as it may determine, give its approval in writing for a limited partnership holding a Category 1 Global Business Licence to:

- conduct business in Mauritius;
- deal with a person resident in Mauritius or with a corporation holding a Category 2 Global Business Licence; or
- hold shares or other interests in a corporation resident in Mauritius.

A further licence will need to be obtained by the partnership if it is to carry on financial or investment services.

A resident corporation holding a Category 1 Global Business Licence shall be held to be conducting business outside Mauritius notwithstanding the following dealings and transactions with residents of Mauritius:

- opening and maintaining with a bank an account in Mauritius currency for the purpose of its day to day transactions arising from its ordinary operations in Mauritius;
- subject to the Non-Citizens (Property Restrictions) Act, leasing, holding, acquiring or disposing of an immovable property or any interest in immovable property situated in Mauritius;
- investing in any securities listed on a securities exchange licensed under the Securities Act 2005;
- opening and maintaining with a bank an account in foreign currency;
- holding any share, debenture, security or any interest in or otherwise dealing or transacting with a corporation holding a Global Business Licence;
- entering into a business relationship with the holder of a Management Licence or a law practitioner, legal consultant, law firm or a qualified auditor in Mauritius;
- employing staff resident in Mauritius.

GBL1 holders qualify for protection under the various tax treaties to which Mauritius is a party, provided they come within the definition of “resident” under the taxation laws of Mauritius.

In considering an application for or a renewal of a Category 1 Global Business Licence, the Commission shall have regard to whether the conduct of business will be or is being managed and controlled from Mauritius. In determining whether the conduct of business will be or is being managed and controlled from Mauritius, the Commission shall have regard to such matters as it may deem relevant in the circumstances and without limitation to the foregoing may have regard to whether the corporation -

- at least one partner of the Limited Partnership is:
 - resident in Mauritius, where the partner is a natural person; or
 - incorporated, formed or registered under the laws of Mauritius, where the partner is not a natural person;
- the registered agent of the limited partnership is resident in Mauritius;
- the limited partnership will maintain or maintains at all times its principal bank account in Mauritius;
- the limited partnership will keep and maintain or keeps and maintains, at all times, its accounting records at its registered office in Mauritius; and
- the limited partnership prepares or proposes to prepare its statutory financial statements and causes or proposes to have such financial statements to be audited in Mauritius.

Applications to the Commission can only be submitted through a duly licensed management company and must be accompanied by the prescribed processing fees, a law practitioner’s certificate certifying that the application complies with the laws of Mauritius and any other information which the Chief Executive of the Commission may request.

A limited partnership may apply for a GBL1 concurrently with the registration process. Once registered and the applicant has accepted any conditions as may be laid down by the Commission, the latter shall then issue the GBL1 after the payment of the prescribed licence fee , which is renewable every year.

Our associated licensed management company, Appleby Management (Mauritius) Ltd offers corporate administrative, accounting and resident representative services.

3. **CHANGE IN REGISTERED PARTICULARS**

Where, during the existence of a limited partnership:

- there is any change in the decision of having a legal personality or any change in the issues listed in paragraph 2.1 of this Guide; or

- a person becomes or ceases to be a general partner of that limited partnership,

a notice of the change signed by any one or more of the general partners shall be filed with the Registrar within a period of 21 days beginning on the date of the change.

Where the change relates to the name of the limited partnership or its registered office, the change shall not be effective until the Registrar has issued a new certificate of registration, subject to such conditions as he may impose. Moreover, upon the issue of a new certificate of registration, the existing certificate shall cease to be valid.

4. **TRANSFER OF REGISTRATION**

4.1 **Registration and Continuation of Foreign Limited Partnership as Limited Partnership**

A foreign limited partnership may apply to the Registrar to be registered as, and continue as, a limited partnership in Mauritius.

4.2 **Transfer of Registration of Limited Partnership to other Jurisdictions**

A limited partnership may apply to be removed from the Register, for the purposes of transferring its registration to another country, in such form and manner as the Registrar may approve. Such an application shall however be approved by the majority of the general partners.

5. **TAXATION**

The principal attraction of the limited partnership for the partners is its tax transparency. Profits and losses are attributed to the partners themselves who will be taxed according to their proportionate share of such profits and losses. The LP holding a GBL 1 may elect to be taxed as a company, in which case it will be liable to tax at the maximum effective rate of 3% on its foreign sourced income.

No resident limited partnership shall be liable to income tax. Every general partner and limited partner shall be liable to income tax on his share of income from that limited partnership. The net income of a general partner or limited partner from a resident limited partnership shall be deemed to be the share to which he would have been entitled in the income of the limited partnership during an income year if the income had been wholly distributed among the partners.

Every partner of a limited partnership holding a Category 1 Global Business Licence shall be liable to income tax in respect of his share of income in that limited partnership at the rate of 15%.

A limited partnership holding a Category 1 Global Business Licence may, by notice in writing given simultaneously to the Director-General and to the Commission, opt to be liable to income tax at the rate of 15%.

Corporations holding a Category 1 Global Business Licence also benefit from tax planning opportunities when using the extensive number of double taxation treaties that Mauritius enjoys. Details of these treaties are available from the Mauritius Revenue Authority website ([click here](#)). Entities holding a Category 1 Global Business Licence are taxed at 15% but benefits from tax credit which are calculated as the higher of any tax deducted at source or a deemed foreign tax credit of 80% of the tax liability in cases where no written evidence of tax deducted at source are provided or where no tax has been deducted at source. In these circumstances the range of tax to be paid in Mauritius will be between 0-3%.

For more specific advice on registering a limited partnership in Mauritius, we invite you to contact:

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For the convenience of clients in other time zones, a list of contacts available in each of our jurisdictions may be found [here](#).