

PRE-INCORPORATION AGREEMENT

This Pre-Incorporation Agreement (the "Agreement") is made at **[PALCE WHERE THE AGREEMENT IS BEING DRAWN]** on the **[DATE MONTH and YEAR]**.

BETWEEN

Mr. A, an individual, son of Mr. **[FATHER NAME]**, residing at **[COMPLETE ADDRESS]** or a Company registered under the Companies Act, 2013 with its registered office situated at **[COMPLETE ADDRESS]** herein after referred to as **"FIRST PARTNER"**

AND

Mr. B, an individual, son of Mr. **[FATHER NAME]**, residing at **[COMPLETE ADDRESS]** or a Company registered under the Companies Act, 2013 with its registered office situated at **[COMPLETE ADDRESS]** herein after referred to as **"SECOND PARTNER"**

AND

Mr. C, an individual, son of Mr. **[FATHER NAME]**, residing at **[COMPLETE ADDRESS]** or a Company registered under the Companies Act, 2013 with its registered office situated at **[COMPLETE ADDRESS]** herein after referred to as **"THIRD PARTNER"**

WHEREAS the second partner and third partner shall herein after where the context so permits, be collectively referred to as the **"PARTIES"** or individually as **"SECOND PARTNER" and "THIRD PARTNER"**

WHEREAS First party owns and operates a business of manufacturing of plastics containers such as box or bottles and he is willing to expand his business and to turn his small business entity in to a corporate.

AND WHEREAS the parties agree to take a certain amount of the stock in the corporation.

WHEREAS the parties wish to enter in to the agreement to set the rules or terms on which they will regulate the affairs to incorporate a company.

THEREFORE IT IS AGREED BETWEEN THE PARTIES:-

1. INCORPORATION

A Company will be incorporated in the name and style of “**M/S ABC Manufacturers Private Limited**”.

A company will be governed as per the Companies Act, 2013 and will follow the terms, procedure as mentioned its **ARTICLES OF ASSOCIATION** and the constitution of the company shall be expressed in its **MEMORANDUM OF ASSOCIATION**.

2. CORPORATE PURPOSE

The company will be organized for the following purposes:

To carry on in India or elsewhere the business to manufacture, produce, process, convert, commercialize, design, develop, display, discover, mould, remould, blow, extrude, draw, dye, equip, fit up, fabricate, manipulate, prepare, promote, remodel, service, supervise, supply.

To deal in all shapes, sizes, varieties, colours, capacities, modalities, specifications, descriptions & applications of systems, novelties, substitutes, households, kitchenware, sanitary ware, toys, ropes, gift articles, building materials, cutleries, bottle, caps and seals, jars, tailoring materials, writing materials, monofilaments, pipes, furniture, baggages, hardware, sheets, films, laminations etc. used in industries, trade, commerce, utilities and other allied fields whether made of plastics, plastic.

3. CAPITAL OF THE CORPORATE

A Company will be incorporated with the capital of Rs. 10, 00,000 (TEN LAKHS ONLY) consisting 1, 00,000 (ONE LAKH) equity shares of Rs.10/- each.

The shares will not have pre-emptive rights. All shareholders will have equal right and will have proportionate voting right.

Shareholders will be entitled to vote on all matters submitted to them.

Articles of Association provides that no further shares shall be authorized for issuance without the unanimous consent of the existing shareholders.

4. FIRST SUBSCRIBERS

Each shareholder shall subscribe the following number of shares in the Capital of the company

S No.	Shares	Cash paid	Folio No.
1	-	-	-
2	-	-	-
3	-	-	-

Each Shareholder signifies that he or she is acquiring and has acquired his Shares for his own account for investment and not with a view to, or for resale in connection with, any distribution thereof or with any present intent of selling any portion thereof and each agrees not to transfer or assign their shares unless the prior approval is obtained in a duly convened members meeting.

5. OFFICERS AND DIRECTORS

The initial board of directors shall consist of all the shareholders. The name, address and occupation of all the proposed director are as follows:-

S No.	Name of The Proposed Director	Residential Address	Occupation
1	X	X	X
2	Y	Y	Y
3	Z	Z	Z

6. PRINCIPAL PLACE OF BUSINESS

The registered office of the company shall be at and the same shall be used for the further communication and for receiving the documents on behalf of company and that office shall be used where the documents will be kept safely.

7. SHAREHOLDER AGREEMENT

Each shareholder do here by give consent to sign the shareholder agreement.

8. EMPLOYMENT AGREEMENT

Shareholders namely A, B and C shall be the employees of the company and shall enter into the employee agreement.

9. OPENING OF A BANK ACCOUNT

Any of the director of the company be and hereby authorize to open a bank account in the name of the company and all of the director shall be authorize to maintain the same for the interest of the company.

10. CONFEDENTIAL INFORMATION AND INVESTMENT AGREEMENT

Each shareholder shall sign and cause other employees and persons associatd with the corporation to sign a confedential information and investment agreement.

11. BINDING NATURE OF AGREEMENT

This agreement shall be binding on each shareholder and his or her legal representatives, heirs and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year set forth below.

SECOND SHAREHOLDER

THIRD SHAREHOLDER

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

NAME OF THE FIRST PARTY

DATE:

PLACE:

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

