**DEED CANCELLING THE DEED OF APPRENTICESHIP**

**THIS AGREEMENT** made at ………………this………………day of……20……………between M/s…… a partnership firm registered under the Indian Partnership Act, 1932 and having its place of business at..........(hereinafter referred to as "the Employer") ol' the ONE PART and A, son of B, residing at……………(hereinafter referred to as "the Apprentice") of the OTHER PART.

**WHEREAS**

(1) By a Deed of Apprenticeship dated……………….and made between the employer and the apprenticeship, (hereinafter referred to as "the said Apprenticeship Agreement") the employer had agreed to engage the apprentice in the trade of………for a period of……………… years, subject to the terms, conditions and covenants therein contained.

(2) As differences and disputes have arisen between the parties and the parties have approached Apprenticeship Adviser for termination of the apprenticeship contract before the expiry of the period of apprenticeship training and the Apprenticeship Adviser has vide order dated approved the termination of the apprenticeship contract before the expiry of the period of apprenticeship training, on the terms and conditions contained in the said order, a true copy whereof is annexed hereto and marked as Annexure A.

**NOW THESE PRESENT WITNESSES AS FOLLOWS:**

(1) In consideration of Rs…………paid by the apprentice to the employer (the receipt whereof the employer does hereby admit and acknowledge), the said apprenticeship agreement shall be cancelled and determined in all respects from the date of these presents.

(2) The employer hereby accepts that the said sum of Rs. ............paid by the apprentice, will be in discharge of all claims and demands, whatsoever, which he may have against the apprentice either under or by virtue of the said apprenticeship agreement or otherwise whatsoever and the Employer agrees to release the apprentice from the liabilities and obligations under the said apprenticeship agreement.

(3) The apprentice agrees that he has no claims or demand whatsoever against the employer either under or by virtue of the said apprenticeship agreement or otherwise whatsoever.

(4)No party shall take any action or other proceedings, whatsoever, civil or criminal against the other party or his executors, legal representatives, heirs or administrators under or by virtue of the said apprenticeship agreement either for or in respect of such cancellation, or in respect of any other act, complaint or thing whatsoever, touching or relating to the said apprenticeship agreement.

(5) No party shall publish, make or use, directly or indirectly libellous, scandalous, defamatory or offensive reports or statements whatsoever against the other party touching or relating to the said apprenticeship agreement or any act, matter or thing whatsoever relating to or incidental thereto.

(6) The apprentice shall not take up any employment with any employer engaged in a business similar to that of the employer within……………miles from the city of……………for a period of years and shall not divulge or disclose to any person any of the trade secrets or technical data employed by the employer in his establishment so as to prejudicially affect the interest or reputation of the employer.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set and subscribed their respective hand the day and year first hereinabove written.

 **WITNESSES**

 1 Signed and delivered by the within named employer M/s ………………..by its. Managing Partner Shri .................................

 2. Signed and delivered by the within named Apprentice A.