**DEED OF APPRENTICESHIP BETWEEN AN EMPLOYER AND AN APPRENTICE**

THIS AGREEMENT made at………………..made on this………………..day of ……between X Y Co. Ltd., a company registered under the Companies Act, 1956, and having its registered office at .......... (hereinafter called the "Employer") of the FIRST PART and Shri A, son of B, resident of…………(hereinafter called the "Apprentice") of the SECOND PART.

**WHEREAS**

(1)The apprentice requested the employer to take the apprentice in the trade of book-keeping and accountancy.

(2) The employer has agreed to engage the apprentice as an on the terms and conditions hereinafter apprentice in his estab­lishment appearing.

**NOW THIS AGREEMENT WITNESSES AND IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:**

(1) The employer has agreed to train the apprentice in the trade of book-keeping and accountancy and the apprentice has agreed to serve the employer as an apprentice

(2) The apprenticeship training shall commence on ………………for a period ………………..years

(3) In consideration of a sum of Rs………………(Rupees ………only) paid by the apprentice to the employer (the receipt whereof the employer hereby acknowledge), the employer hereby covenants with the apprentice

(a) that he will duly instruct and train the apprentice in the trade of book-keeping and accountancy so as to enable the apprentice to work as an independent accountant in the trade;

(b) That he will pay stipend of Rs…………per month to the Apprentice for the first one year and Rs……………per month for the second year of training;

(c) That he will not require the apprentice to work beyond the fixed hours, will grant him leave of ……………… days every year and will provide him with free housing accommodation;

(d) That he will not inflict any corporeal or other punishment on the apprentice­

(4) The apprentice hereby covenants with the employer as follows:

(a) That he will work for……… hours daily at the employer's office regularly

(b) That he will maintain discipline and will carry out all the orders of his employer and superiors in the establishment;

(c) That he will learn his trade conscientiously and diligently and endeavour to qualify himself as a skilled book-keeper before the expiry of the period of training;

(d) That he will attend practical and instructional classes regularly;

(e) That he will not damage any of the properties of the employer knowingly or by negligence

(5) The contract of apprenticeship shall terminate on the expiry of the period of apprenticeship training. However, any party to this Agreement may make an application to the Apprenticeship Adviser for the earlier termination of the contract and the party making an application, shall send a copy of the same to the other party by registered post. The decision of the Apprenticeship Adviser in this regard shall be acceptable to both the parties. If the contract is terminated through failure on the part of the employer to carry out the terms and conditions of the Contract, the employer shall be liable to pay the apprentice, compensation mentioned in Schedule I hereunder written.

(6) The parties agree that it shall not be obligatory on the part of the employer to offer any employment to the apprentice after the completion of the period of his apprenticeship training in his establishment and it shall also not be obligatory on the part of the apprentice to accept an employment under the employer

(7) Any disagreement or dispute between an employer and an apprentice arising out of this contract shall be referred to the Apprenticeship Adviser for decision. Any party aggrieved by the decision of the Apprenticeship Adviser may within thirty days from the date of communication to him of such decision, prefer an appeal against the decision to the Apprenticeship Council. The decision of the Committee of the Apprenticeship Council shall be final and binding on both the parties.

(8) This contract of apprenticeship shall be submitted to the Apprenticeship Adviser within seven days of these presents for registration under the Apprentices Act, 1961.

**IN WITNESS WHEREOF** the parties hereto have executed these presents the day and year first above written

**Schedule**

**WITNESSES**

1. Signed and delivered by X Y Co. Ltd., the employer through its authorised Signatory Shri.........vide Resolution of its Board of Directors passed on...........day of…………20………………..

2. Signed and delivered by A, the apprentice