**APPRENTICESHIP DEED IN CASE APPRENTICE IS A MINOR**

 **THIS APPRENTICESHIP DEED made this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of**

**Between**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_,**

 **a company registered under the Companies Act, 1956**

 **and having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(hereinafter referred to as "the Company") of the One part**

 **AND**

**Mr. \_\_\_\_\_\_\_**

 **s/o \_\_\_\_\_\_\_\_\_\_\_\_\_**

**Resi………………………………**

**through his Father Mr…. \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(hereinafter referred to as "the Father") of the other part;**

**WHEREAS**

 **1. Mr.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is a minor aged 14 years (hereinafter referred to as “apprentice"). He is willing to learn the trade of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (specify trade) to work as an apprentice with the Company. The Father of apprentice has approached the Company to take his son as apprentice for the purpose of undergoing training in the trade of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (specify trade).**

**2. The Company has agreed to take him as an apprentice on the terms and conditions hereinafter appearing;

NOW THIS DEED WITNESSESETH AS UNDER:

1. Apprenticeship Period**

**The apprenticeship period shall commence from the date of this deed and shall continue for a period of\_\_\_\_\_\_\_\_\_\_.

2. Non Existence of any other apprenticeship contract

The Father hereby declares that there does not exists any other apprenticeship contract between the apprentice and any other employer and during the period of this apprenticeship contract, the apprenticeship shall not enter into any contract with any other employer.

3. Father's Covenants on behalf of the Apprentice**

 **The Father covenants as follows:**

**a. That the apprentice will learn his trade conscientiously and diligently and endeavour to qualify himself as a skilled craftsman before the expiry of the period of training.

b. That the apprentice will attend practical and instructional classes.

c. That the apprentice will, during the apprenticeship period, receive a stipend of Rs. \_\_\_\_\_\_\_\_\_\_\_\_per month and shall not demand any increase in the same, anytime, during the apprenticeship period.

d. That the apprentice will work for \_\_\_\_\_\_\_\_\_ hours a day on a regular basis and will sign an attendance register when he comes to work as well as when he leaves;

e. That the apprentice will obey and carry out all orders given to him by his superiors and maintain thorough discipline.**

**f. That the apprentice will not, at the conclusion of his apprenticeship period, lay claim to appointment, in any position, in the Company.

4. Covenants by the Company**

**The Company covenants as follows:**

**a. That the Company shall ensure that a person who possesses prescribed qualifications is placed in charge of the training of apprentice.**

**b. That the Company shall provide adequate instructional staff, possessing such qualifications as may be prescribed for imparting practical and theoretical training and facilities for trade test of apprentices.

c. That the Company will arrange for the training of apprentice in such a manner that he shall, at the completion of his apprenticeship period, become proficient in the trade/profession of \_\_\_\_\_\_\_\_\_.

d. That the Company will pay to the apprentice a sum of Rs.\_\_\_\_\_\_\_ per month during the apprenticeship period and will provide for the boarding and lodging of the Apprentice.

e. That the Company will not require the apprentice to work beyond \_\_\_\_\_ hours a day and will grant him a leave of \_\_\_\_ days in each of the year of the Apprenticeship period.

f. He will not inflict any corporal or other punishment on the Apprentice and shall not do anything, which may adversely affect the health of the Apprentice.

g. That the Company will not, at the conclusion of his apprenticeship period, force the apprentice to accept an employment, in any position, in the Company.

5. Applicable laws**

**The rights and liabilities of the apprentice and the Company shall, so far as it relates to anything, which is not expressly provided herein, be governed by the provisions of the Apprentices Act, 1961 and the rules framed there under.**

**IN WITNESS WHERE OF,**

 **the parties hereunto have signed this deed this \_\_\_\_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_.

Witness:

1. For ………………….. behalf of the Company**

**2. Father Mr…………………….**