

*(To be executed on the Employer's Letterhead)*

**SWORN AFFIDAVIT BY EMPLOYER**  
**FOR THE RECRUITMENT OF DOMESTIC WORKERS FROM INDIA**  
*(Submitted to the High Commission of India, Kuala Lumpur)*

I, \_\_\_\_\_ (Name), holding MyKad/Passport No. \_\_\_\_\_, in my capacity as \_\_\_\_\_ Employer, residing \_\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_contactable \_\_\_\_\_ at \_\_\_\_\_ e-mail \_\_\_\_\_ and \_\_\_\_\_ mobile number \_\_\_\_\_, do hereby solemnly and sincerely affirm, declare, and undertake as follows:

I have obtained the approval of the relevant Malaysian authorities for the recruitment of a domestic worker from India vide approval/reference No. \_\_\_\_\_ issued on \_\_\_\_\_, and the recruitment, employment, and repatriation of the domestic worker shall at all times be carried out in accordance with the applicable laws and regulations of the Republic of India and Malaysia, including the Model Contract of Employment for hiring Indian national as Domestic Worker.

I shall not engage any agent or third party for the renewal of the passport, work permit, or any other employment-related document of the domestic worker. Such matters shall be undertaken directly by the deponent or by a duly authorized family member/representative.

The domestic worker shall be received at the designated airport in Malaysia and shall thereafter be properly taken to my place of residence mentioned above, by me or an authorized member of my family.

The domestic worker shall be entitled to her agreed monthly wages, which shall not be less than the prescribed minimum wages under Malaysian law,

and such wages shall be paid in full and on time from the date of the worker's arrival in Malaysia. No unlawful deductions shall be made from the wages of the domestic worker, and the job profile of the domestic worker shall be confined strictly to household duties at my residence as agreed in the employment contract and shall not include commercial activities or work for any employer other than the deponent.

The domestic worker shall be provided reasonable and adequate accommodation, sufficient and nutritious meals daily, and **adequate** rest periods, in accordance with the terms of the employment contract.

In the event the domestic worker's contract is terminated prior to its expiry by the employer and for reasons for which the domestic worker cannot be held responsible, I shall pay to the domestic worker her wages and entitlements for the remainder of the contractual period, and shall bear the cost of her repatriation to India or as per the conditions in the contract.

I guarantee that the domestic worker's work permit shall not be cancelled, revoked, or otherwise adversely affected solely on account of the worker having filed a complaint with any relevant Malaysian authority concerning her labour rights, benefits, or conditions of employment, until such complaint has been duly investigated and resolved by the competent authority.

- I shall comply with the social security guidelines of the Government of Malaysia and shall ensure the statutory monthly contributions required thereunder, including under the Foreign Workers' Hospitalisation and Surgical Scheme (SKHPPA) and the Foreign Worker Compensation Scheme.
- I shall at all times respect and pay due regard to the sensitivity of the religious beliefs of the domestic worker, including the right to perform prayers and to refuse to handle and consume non-Halal food, and shall not subject the domestic worker to any form of abuse, ill-treatment, or unsafe conditions of work or residence.

- I shall facilitate visits by officials of the High Commission of India and other relevant authorities to the place of employment/residence of the domestic worker, for the purpose of assessing her welfare and working conditions, subject to prior notification of such visits and in accordance with Malaysian laws and regulations.
- If the domestic worker is repatriated on health grounds, such repatriation shall be at my expense. In all cases, I shall ensure the repatriation of the domestic worker who becomes ill, disabled, or medically unfit for employment, regardless of the cause of such illness or disability, in accordance with Malaysian law and the terms of the employment contract.
- In the event of the death of the domestic worker during the course of her employment with me, I shall arrange for the transportation of the mortal remains to India and shall ensure that all compensation, insurance benefits, and other statutory entitlements due are paid to the next of kin, in accordance with Malaysian laws, applicable insurance schemes, and the employment contract.
- I shall cooperate fully with the competent authorities in India and Malaysia in connection with any inquiry, investigation, inspection, complaint, or dispute arising out of or in connection with the recruitment or employment of the domestic worker.
- I agree and undertake to comply fully with all terms and conditions stipulated in the relevant attestation documents, the employment contract, recruitment regulations, and applicable laws governing the employment of domestic workers from India in Malaysia; and further undertake not to alter, amend, or vary any term or condition contained in such attestation documents without proper authorization, and agree to accept full responsibility and liability for any unauthorized alteration or amendment thereof.

- In the event of any failure on my part to comply with the foregoing declarations and undertakings, the domestic worker shall have the right to seek redress before the appropriate authorities in Malaysia.

The High Commission of India, Kuala Lumpur, is accordingly requested to facilitate the recruitment of the aforesaid domestic worker on the basis of the declarations and undertakings contained herein.

**DECLARED BY:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

MyKad/Passport No.: \_\_\_\_\_

Address, E-mail & Contact No.: \_\_\_\_\_

Date: \_\_\_\_\_ Place: \_\_\_\_\_

**BEFORE ME**

Affirmed/Attested before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_.

\_\_\_\_\_  
*Commissioner for Oaths / Notary Public*

\_\_\_\_\_  
*Attestation by the Ministry of Foreign Affairs, Wisma Putra*

\_\_\_\_\_  
*Note: All particulars marked with a blank/underline are to be duly completed and highlighted in bold before execution.*