

(To be executed on the Company's Letterhead)

SWORN AFFIDAVIT BY EMPLOYER

FOR THE RECRUITMENT OF WORKERS FROM INDIA

(Submitted to the High Commission of India, Kuala Lumpur)

I, _____ (Name), holding MyKad/Passport No. _____, in my capacity as _____ (Designation) and Director of _____ (“the Company”), a company having its registered office at _____, bearing SSM Registration No. _____ (valid till _____), contactable at e-mail _____ and telephone number _____, do hereby solemnly and sincerely affirm, declare, and undertake as follows:

1. The Company has obtained the approval of the relevant Malaysian authorities for the recruitment of foreign workers vide KESUMA No. _____ issued on _____, and the recruitment, employment, and repatriation of workers from India by the Company shall at all times be carried out in accordance with the applicable laws and regulations of the Republic of India and Malaysia.
2. The Company shall not engage any agent or third party for the renewal of the passport, work permit, or any other employment-related document of its workers. Such matters shall be undertaken directly by the deponent or by an authorized representative of the Company.
3. All Indian workers recruited by the Company shall be received at the designated airport in Malaysia, and shall thereafter be properly received and assisted, by an authorized representative of the Company.
4. Each worker shall be entitled to his agreed wages (which shall not be less than the prescribed minimum wages as per Malaysia Labour Law as on date) from the date of his arrival in Malaysia, and no deduction shall be made from his wages on account of any delay in the assignment of his

duties. No unlawful deductions shall be made from the wages of any worker in contravention of the applicable laws of Malaysia. The job profile of each worker shall remain unchanged, and he shall be assigned only such duties as are defined in his employment contract. Wages, overtime, and all other employment benefits shall be computed and paid on time and in accordance with the employment contract and the labour laws of Malaysia.

5. In the event any worker is terminated prior to the expiry of his contract for reasons other than health or disciplinary grounds, the Company shall pay to such worker his salary and entitlements for the remainder of the contractual period, in accordance with the applicable laws and contractual obligations.
6. The Company guarantees that no worker's work permit shall be cancelled, revoked, or otherwise adversely affected solely on account of the worker having filed a complaint with any relevant Malaysian authority concerning his labour rights, benefits, or conditions of employment, until such complaint has been duly investigated and resolved by the competent authority.
7. The Company 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).
8. The Company shall facilitate visits by officials of the High Commission of India and other relevant authorities to the workplace and accommodation facilities of the Company, for the purpose of assessing the welfare and working conditions of its Indian workers, subject to prior notification of such visits and in accordance with Malaysian laws and regulations.

9. If any worker is terminated on health grounds, he shall be repatriated to India at the expense of the Company. If any worker is terminated on disciplinary grounds, his repatriation shall be carried out in accordance with the applicable employment contract and Malaysian laws. In all cases, the Company shall ensure the repatriation of any 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 contractual obligations.
10. The Company shall provide safe and healthy working and living conditions and shall take all reasonable measures to ensure the safety, security, and well-being of its workers at their workplace and accommodation facilities, in compliance with all applicable laws, regulations, and guidelines of the Government of Malaysia.
11. In the event of the death of any worker during the course of his employment with the Company, the Company 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 contractual obligations.
12. The Company 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 its Indian workers.
13. The deponent agrees and undertakes, on behalf of the Company, to comply fully with all terms and conditions stipulated in the relevant attestation documents, employment contracts, recruitment regulations, and applicable laws governing the employment of Indian workers in Malaysia; and further undertakes not to alter, amend, or vary any term or condition contained in such attestation documents without proper

authorization, and agrees to accept full responsibility and liability for any unauthorized alteration or amendment thereof.

14. In the event of any failure on the part of the deponent or the Company to comply with the foregoing declarations and undertakings, any aggrieved 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 workers on the basis of the declarations and undertakings contained herein.

DECLARED BY:

Signature: _____

Name: _____

Designation: _____

Company Name & SSM No.: _____

Company 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.