

**EMBASSY OF INDIA
MUSCAT**

APPLICATION FOR EMPLOYMENT OF MAID SERVANT

- 1) Name of Employer :
- 2) Nationality :
- 3) Address & Tel No. of employer :
(Residence & Office)
- 4) Profession :
- 5) Annual income of the employer
(In case of an employee, certificate of
income from employer maybe attached) :
- 6) Marital status of employer and size of
his / her family :
- 7) Name & address of the proposed maid
servant and Passport No.
(Copy of passport to be attached) :
- 8) Age of maid servant :
- 9) How did the employer first come to
know the maid servant.
(If he/she came to know through any
person, please give his name address,
passport No. & Tel No.) :
- 10) How does the employer propose to recruit the
housemaid? :
 - a) Directly through his / her contacts :
 - or
 - b) Through agent : :
If so, details of the agent :
Local agent Name :
Address :

Telephone :
Fax :
Agency Registration No. :

India agent Name :
Address :

Telephone :
Fax :

11) Has the employer obtained the labour clearance from the labour department, of the government of Oman to employ the housemaid (attach photocopy of the labour clearance) :

12) Place of work of proposed maid servant with telephone No. and Way No., House No. so that the Embassy if necessary, may contact directly (change in place of work shall be promptly intimated to the Embassy by the employer) :

13) Whether in the past he / she had employed any Indian maid servant?

If so, details of the maid servant :-

a) Name and Passport No. :

b) Duration of employment :

c) Reason for termination of employment :

d) Any other information :

14) Monthly salary to be paid to the maid servant :

15) I, undertake guarantee for good treatment of Miss/Mrs. and fulfillment of the terms of contract. In the event of any problem between me and the maid servant, I shall make arrangements to repatriate the maid servant to India at my expense after settlement of her dues.

(Signature of the Employer)

Name :

Address :

.....

.....

Tel : No. Off :-

Res :-

UNDERTAKING

I _____ proposing to employ Miss/Mrs. _____ as domestic maid in my household hereby undertake the following :-

1. She would be well treated.
2. She would not be asked to work for more than 10 hours a day, six days a week.
3. I shall pay her monthly salary on time.
4. I shall provide free satisfactory food, accommodation and clothing.
5. I shall provide one month's paid leave every two years.
6. I shall provide full medical attention when needed.
7. I shall allow her access to the Indian Embassy within four weeks of arrival and any other time desired by the housemaid or the Embassy.

I further undertake that in the event of the maid servant being unhappy with her working and living conditions, if she wishes to return to India before expiry of her contract, I shall provide an air ticket to repatriate the above maid servant to India at my own cost and facilitate completion of all formalities relating to her repatriation.

I am aware that misrepresentation of facts as well as violation of the terms of undertaking could make me liable for denial of consular and visa services by the Embassy of India.

(Signature of the Employer)

Name: _____

Identity Card _____

Address: (Off) _____

Address : (Res) _____

Tel: Off: _____

Tel : Res: _____

GSM (if any) : _____

Date :

Place : Muscat

FORM OF EMIGRATION

The Protector of Emigrants,

Sir,

Under Section XVI of the Indian Emigration Act, 1983, I apply for permission to engage or assist to emigrate unskilled worker(s) for employment under (Here enter name of the Employer):

THE PARTICULARS GIVEN UNDER THE LAWS ARE GIVEN BELOW:

1. (a) Name of the applicant (Employer) :
(b) Father's name :
(c) Profession or occupation :
(d) Business address in the Sultanate of Oman :
(e) Contact Tel. Nos. Business :
Residence :
GSM :
2. (a) Name of the person whom it is proposed to engage or assist to emigrate :
(b) Father's name :
(c) Sex :
(d) Date of Birth (Age in words) :
(e) Occupation and residential address in India. :
3. Nature of work for which the person is now engaged or assisted to emigrate :
4. Name of the place beyond the limits of India to which the worker is to proceed :
5. The terms of agreement :
(a) Period of employment :
(b) Monthly involvements :
(c) Leave :
(d) Other terms if any under which the person is now engaged :
Nil
6. Name, relationship & age of dependent if any, accompanying the worker to the country of emigration :

(Cont...2...)

7. The provision with regard to medical aid, accommodation etc. to be made by the employer:-

(a) for the health and well being for the period of engagement.

(b) for the repatriation of the person now engaged on the expiry of the period of engagement.)

By employer - Free food, accommodation, clothing and medical assistance will in all cases, be the employers responsibility.

8. The security which the engager or employer proposes to deposit with the Protector of Emigrants for the due observance of the engager engaged and his dependents

Nil

9. The cost of passage of each person from the village in India mentioned against Item No.2 to the place in the country of Emigration mentioned against Item 4 will be paid by

By employer

DECLARATION

I declare that no application has been made in respect of worker mentioned in the application either by me or by my agent to any Protector of Emigrants in India.

Attestation No. _____

(Signature of Applicant - Employer)

(Signature of the person now engaged)

(PROTECTOR OF EMIGRANTS)

N.B. No part of any fees or taxes paid or to be paid in respect of the Emigration from and return to India or the entry into or the return from the country of employment of the employee or his dependents shall be borne or recovered from the employee directly or indirectly by deduction from his/her remuneration or otherwise howsoever.

SERVICE AGREEMENT-Domestic Servent

عقد عمل -خدم المنازل

This agreement was made on day _____ Dated _____
Between _____,

إنه وفي يوم _____ الموافق _____ تم الاتفاق فيما بين كل من :-

1. Name of Employer _____
Address: P.O. Box _____ P.C. No. _____,
Sultanate of Oman. Tel No. _____,

١- صاحب العمل: _____
وعنوانه: _____

Hereinafter is called the **FIRST PARTY**

ويشار إليه فيما بعد بالطرف الأول .

2. Name of Employee _____
Date of birth ____/____/____, Nationality:- Indian
Passport No: _____ Permanent Address in
India _____

٢- العامل :- _____

Hereinafter is called **SECOND PARTY**.

تاريخ الميلاد...../...../.....الجنسية.....رقم الجواز
.....المؤهلات.....

The parties agreed for the following conditions- :

العنوان الدائم
ويشار إليه فيما بعد بالطرف الثاني .

1. The second party shall work for the First party as _____
2. The First party agrees to pay RO. _____ as monthly salary to the Second Party.
3. This agreement shall remain in force for a period of two years from the date of arrival of the Employee in the Sultanate.
4. The First Party is responsible to provide free food, accommodation and medical facilities to the Second Party during the period of contract.
5. The First Party is liable to insure the Employee with an approved insurer against any responsibility which might incur as a result of a - application of Omani Labour Law No.35/2003 or compensation of Occupational injuries or illness, Law No. 40/1976 for the illness or injuries sustained by the employee due to an accident, in the course of his / her duties.
6. The Second party is entitled to 15 days paid leave for the first year increased to 30 days for each successive year.
7. The Second party shall be entitled to get the Free air passage in case of completion of Two years of service including the date of joining.
8. This agreement shall remain in force for the period of 24 months from the date of joining. If agreement continues after expiry, it would be considered renewed for unspecified period of time with same conditions.
9. In the event of death of the Employee the Employee's dead body will be sent back to his /her country at the expense of the employer.
10. The other terms which are not listed in this agreement shall be governed by Omani Labour Law.
11. Both the parties agrees to accept the arbitration of the Directorate of Labour, Sultanate of Oman, in case any dispute which may arise over the enforcement of the Contract.
12. This agreement was issued in two copies one for each party.

اتفق الطرفان المذكوران على الشروط التالية :-

١. يعمل الطرف الثاني لدى الطرف الأول في وظيفة.....
٢. وافق الطرف الأول أن يدفع مبلغ وقدره..... () وذلك راتباً شهرياً للطرف الثاني.
٣. سوف تبقى هذه الاتفاقية ملزمة لمدة سنتين من تاريخ وصول المستخدم إلى السلطنة.
٤. الطرف الأول مسئول وملمزم بتوفير الغذاء والسكن الملائم والعلاج مجاني للطرف الثاني وذلك خلال مدة هذا العقد.
٥. الطرف الأول مسئول بتأمين العامل أي الطرف الثاني مع أحد شركات التأمين والمعروف بما مند أي مسئولية لربما تقع نتيجة تطبيق من قانون العمل العماني رقم ٣٥/٢٠٠٣ وتعويض ما يشمل من خسارة أو مرض من قانون العمل رقم ٤٠/١٩٧٦م من خسارة أو مرض تلحق بالعامل محتمل وقوميه خلال واجبه.
٦. يستحق الطرف الثاني إجازة سنوية مدفوعة الأجر ١٥ يوم عن السنة الأولى وتزداد إلى ٣٠ يوماً عن كل سنة بعد ذلك .
٧. يستحق الطرف الثاني تذكرة سفر مجانية في حالة قيامه بالإجازة السنوية وإكمالها سنتين في الخدمة المستمرة .
٨. تسري هذه الاتفاقية لمدة سنتين من تاريخ الالتحاق وإذا استمر الطرفان في تنفيذ العقد بعد انقضاء مدته يعتبر العقد ممدد بذات شروطه لمدة غير محددة .
٩. في حالة وفاة العامل يتم إرسال الجثمان إلى بلده على نفقة صاحب العمل.
١٠. تسري أحكام قانون العمل العماني في كل ما لم يرد به نص في هذا العقد.
١١. كلا الطرفين اتفقا قيود حكم مديرية العمل بسلطنة عمان إذا حدث خلاف بينهما.
١٢. تحرر هذا العقد من نسختين بيد كل طرف نسخه منه :-

** SINGATURE OF FIRST PARTY:-

** SINGATURE OF SECOND PARTY:-

** الطرف الأول :-

**EMBASSY OF INDIA
MUSCAT**

No objection Certificate for recruitment of Indian housemaids

Instructions :-

1. This Performa should be filled in triplicate.
2. The first copy with all signatures should be brought to the Embassy by the housemaid in person on arrival at Muscat.
3. The second copy would be forwarded to the concerned office of the Protector of Emigrants by the Immigration Department after completion of immigration procedures.
4. The third copy would be retained by the Immigration office at the exit point.

This mission has No Objection to the recruitment of the person mentioned below to work as a housemaid.

A : Details of the housemaid :-

Name (in full) : _____

Date of Birth : _____

Passport No. : _____

Date of Issue : _____

Place of Issue : _____

Contact Address : _____

Tel/Fax : _____

B : Details of Sponsor:-

Name (in full) : _____

Office Address : _____

Tel/GSM : _____ Fax _____

Has the sponsor signed the undertaking guaranteeing the welfare of the housemaid? : Yes.

For Official Use Only

(Signature of the officer)

Name of the officer _____

No. _____

Date _____

Seal of the office _____

Office of the Protector of Emigrants

_____ **Town / City.**

This office has No Objection to granting of Emigration Clearance to Kum. / Smt. _____ whose details are mentioned above.

Emigration Clearance No :

Documents verified by :

Documents approved by :

(Signature of Officer)

Date :

(Name of Officer)

(Seal of Office)

Immigration Office

_____ **Airport / Seaport.**

Kum. / Smt. _____ is permitted to travel to Sultanate of Oman based on Emigration clearance No. _____ issued by office of Protector of Emigrants.

(Signature of Officer)

Date :

(Name of Officer)

(Seal of Office)