

## **DECLARATION AND UNDERTAKING**

I ....., the undersigned Applicant solemnly declare and undertake to have read and fully understand the Terms & Conditions shown on the Website of CKGS ( Cox & Kings Global Services USA LLC ) and that I shall utilise my visit only for the purpose for which I have made my application (VISA/ PIO/OCI/ RENUMCIATION ). I shall not on arrival in India try to extend my stay for any other purpose. I also declare that I am present in the USA on the date of making this application and that all the information including full payments given by me here is true, accurate and complete.

I am aware that my application is being processed by CKGS, a service provider for the Embassy of India and its Consulates across the United States of America, for providing the following services:

- Indian Visa;
- OCI Card (Overseas Citizenship of India);
- PIO Card (Person of Indian Origin) and
- Renunciation of Indian citizenship;

I acknowledge that the website [www.in.ckgs.us](http://www.in.ckgs.us) contains the required information in connection with the Services. The said website will be updated as per the instructions of the Embassy / Consulate and will change from time to time.

I, the Applicant, fully recognise that the consideration of my application is at the sole discretion of the concerned Embassy / Consulate and CKGS is not responsible / liable for the same. Nor is CKGS responsible for any delay / error in the receipt of the Visa / OCI Card / PIO Card / Renunciation, as CKGS acts as mere facilitator. The processing of application and type of service and category including processing time is subject to the procedures and timescales of the concerned Embassy / Consulate over which CKGS has no control. The processing time for the application is an estimate only which is based on information and experience of the Embassy / Consulate. I hereby agree to this Declaration & Undertaking, Disclaimer, the Terms and Conditions, and the Privacy Policy. I recognize and agree that the Application fees and related charges once paid are not refundable, except as mentioned in Refund Policy of CKGS Terms and Conditions. All Application fees and related charges are payable even if the application is not considered or approved or rejected by the Embassy / Consulate. I accept that I am responsible / liable for the accuracy of the application forms, choice of service type and category, and to send the application in complete with Government form/s, CKGS form/s duly filled and signed where applicable, documents as per the relevant checklist provided and I accept that if CKGS checks the same, it does not guarantee that it will find any errors, and will not verify information I have provided. I accept that CKGS excludes all other liability / liabilities in relation to my application and advice or information given to me, including for breach of contract or negligence.

I, the Applicant understand and agree that I am required to submit to CKGS, all the relevant information / supporting documents required for my application, and ensure that the information and the supporting documents provided are true, valid, full and complete. I acknowledge and agree that acceptance of the application by CKGS / concerned Embassy / Consulate does not mean that such information and supporting documents as provided by me are deemed sufficient. I further acknowledge and agree that in case of submission of incomplete documentation, CKGS / Embassy / Consulate shall not continue to process the application and shall return the application / documents to me. I, further acknowledge and agree that the Embassy / Consulate have the right to call me for a personal interview and / or request me at any time to provide additional supporting documents / information beyond what may be listed on the CKGS website [www.in.ckgs.us](http://www.in.ckgs.us). I further understand that I need to complete and carry / post / courier in full the documents and make full payment of the Service & Category Fees, ICWF Fees, Reference Fees (non U.S passport), CKGS Service Fees, Bank Charges and Value Added Service Fees (if selected) as per the CKGS Website which is a general list as per the category as selected by me. The list of fees is not exhaustive and is subject to change.

I, the Applicant, acknowledge and agree that in case my application is received by CKGS through any Third Party on my behalf, that the communication transmitted on record (Track and Trace /Email / Mobile / Telephone etc) shall be deemed to have been communicated to my Agent / to me. My Agent shall be solely responsible / liable for any mis-communication, non communication or delayed communication with me. In such case, I shall liaise directly with my Third Party / Representative / Agent.

I, the Applicant, acknowledge and agree to hold my Third Party liable and / or responsible in relation to verification of my completed application forms, information, supporting documents provided by me to the Third Party, as per the relevant checklist / specifications and CKGS shall not be held liable / responsible for making such verification.

I, the Applicant, acknowledge and agree that under no circumstances CKGS shall be held liable / responsible to me or anyone claiming through me for any direct, indirect, incidental, special and / or consequential losses or damages of whatever nature, or for loss of profits, loss of opportunity, loss of business or goodwill or interruption of business, whether arising out of or in connection with my application and whether or not relating to any act, error, omission or negligence by CKGS, or any officer, agent, employee and representative of CKGS or any third party / agency.

I, the Applicant, acknowledge that CKGS takes every reasonable precaution while handling my passport & documents, and if due to any breach of contract or negligence on the part of CKGS, my submitted passport or documents are lost or damaged beyond a useable condition, then CKGS will pay me the amount of the fees charged for the replacement of the lost or damaged passport or other documents through their normal replacement procedure and CKGS will assist me with the same within its capacity. Such payments will be made by CKGS to me on the presentation of the payment receipt issued for the replacement of such lost or damaged passport or documents.

I, the Applicant, acknowledge that, CKGS always uses the services of postal service and / or reputed courier companies for the purpose of transmission of passports. Their respective terms & conditions shall apply in addition to CKGS Terms & Conditions. CKGS will not be responsible / liable for any loss or damage whether direct, indirect, incidental or consequential, caused due to transmission delays or loss of passport or documents, delivering the documents to the wrong address in the course of transmission of documents by CKGS to me. This applies also in the course of transmission of documents by CKGS to the Embassy / Consulate and back from the Embassy / Consulate to CKGS. CKGS would however, make best attempts to trace my documents or assist me in obtaining alternative / certified copies of the lost documents. In the case of my own pre-paid labels / envelopes, the obligation of CKGS shall come to an end the moment CKGS couriers / posts back the documents using such prepaid labels / envelopes.

I, the Applicant, further acknowledge that, if I commence any application process, including by an online application, I may revoke the application at any time before my application is posted or otherwise forwarded by CKGS to the Consulate / Embassy, in which case CKGS will refund to me the Consulate / Embassy fee, but not any CKGS service fees, courier fee if applicable or other fees. However, once my application has been posted / submitted or otherwise forwarded by CKGS to the Embassy / Consulate, no fees whatsoever will get refunded.

I, the Applicant, acknowledge that upon receipt of the application, if CKGS and / or Embassy / Consulate, notices whilst processing the application, that the same is incomplete and / or proper payment is not received, then CKGS and / or Embassy / Consulate will put on hold the processing of such application and send a communication by email on the email ID provided by me, along with details to let me know about the deficiency / s in the application. I am required to provide all the necessary documents and full payments or balance payments to CKGS within 7 working days from the date such communication is sent by CKGS. I further acknowledge and agree that, in case I fail to send and complete my application documentation to CKGS and / or Embassy / Consulate, then my application will remain on hold for no more than 21 calendar days from the date that the application was received by CKGS at the Applicant's sole risk and consequences and, shall be considered to be **"Abandoned"** and CKGS shall refund the amount as mentioned in the

'Abandonment Policy' of its Terms & Conditions. CKGS shall not be obliged to notify me, the Applicant of this.

I, the Applicant, acknowledge that if I have already enclosed my own prepaid envelope or paid for a return courier, the 'Abandoned Application' will be returned to the current address stated on the label and the fees will be refunded to me after deducting the CKGS Service charges. Further, I acknowledge and agree that if I have not enclosed my own prepaid envelope, CKGS will return by FedEx, the 'Abandoned Application' to my current address and will refund the fees after deducting the CKGS service charges, bank and Fedex charges. In any case where the application has already been submitted by CKGS to the Embassy / Consulate and there are still additional / incorrect / incomplete/ pending documents, then the Service application Fees, ICWF Fees and Reference Fees (if non – US passport holder) will also get deducted.

I, the Applicant, acknowledge that if neither the prepaid label nor have the fees been enclosed, then CKGS will consider this application 'Abandoned' and it will be handed over to the Indian Embassy / Consulate of my Jurisdiction at my own cost, risk and consequences.

**THIS IS IMPORTANT:**

Producing / providing misleading, inaccurate / false information will result in declining of the application without assigning any reason. Any fees once paid is non-refundable (except as mentioned under Terms & Conditions) and subject to change without notice to the Applicant.

After receipt of communication from the Consulate / Embassy, please ensure to carefully check all the information on the VISA / PIO Card/ OCI Card /Renunciation etc as applicable such as name, spellings, passport number, type of visa and validity of visa is given correctly. Please note that though the Applicant may apply for a certain duration of visa, it is the sole right of the Embassy / Consulate to assign a lesser duration. They are valid from date of issue.

It is advisable to make travel arrangements only after obtaining positive confirmation from the Consulate / Embassy.

Name of the Applicant

PLACE

Signature of the Applicant

DATE