

SALES LETTER AND DECLARATION

Block Discounting Agreement No: _____

To: **OVERSEA-CHINESE BANKING CORPORATION LIMITED**

65 Chulia Street
29-02/04 OCBC Centre
Singapore 049513

Date: _____

Dear Sirs.

With reference to the Block Discounting Agreement signed on the _____ day of _____, we/I submit the proposals set out in the Schedule annexed hereto for your consideration and we/I hereby request that you purchase the hire purchase agreements mentioned in the said Schedule together with the goods comprised in the hire purchase agreements.

We/I hereby declare the as follows:

- (a) the particulars stated in the Schedule are true and correct.
- (b) the deposit shown as paid in each of the hire purchase agreements has in fact been paid in the manner stated and any allowance given to the hirer for the goods taken in part exchange is reasonable in relation to the value of such goods;
- (c) we are/I am the owner of the goods comprised in the hire purchase agreements free from any encumbrances or charges whatsoever;
- (d) the details of the hirer and the particulars of the goods and other information set out in the hire purchase agreements are correct in every respect;
- (e) none of the goods comprised in any of the hire purchase agreements was previously the property of the hirer or was previously held by the hirer under any other hire purchase agreement except as stated in the hire agreement submitted herewith;
- (f) the goods described in each of the hire purchase agreements are in existence and have duly delivered to the hirer therein named;
- (g) all the requirements of the Hire Purchase Act Cap 125 (if applicable), any regulations thereunder and all other relevant Acts and regulations have been complied with in relation to each of the hire purchase agreements and that in particular such agreements comply with the formal requirements of the said Act (if applicable) and regulations thereunder and the hirers have been supplied with all the requisite copies of the hire purchase agreements, notices and documents required to be served;
- (h) the provisions of the hire purchase agreements excluding conditions of fitness or merchantable quality in relation to the goods were brought to the notice of the hirers and their effect made clear to them;
- (i) no right of action is vested in any hirer in respect of any representation, breach of condition, breach of warranty or other express or implied term relating to the goods comprised in any of the hire purchase agreements;
- (j) the goods specified in the hire purchase agreements are in good order, repair and condition and comply in all respects with the requirements of the law and with all terms of the hire purchase agreements, express and implied;
- (k) all the hire purchase agreements are fully valid enforceable against and are not disputed or subject to cancellation or rescission by the hirers named therein and all contracts of guarantee or indemnity given in connection therewith are fully valid enforceable and undisputed and we/I have no knowledge of any fact which would or might invalidate any such agreement or contract or affect any right to enforce the same;
- (l) that under the terms of each and every hire purchase agreement included in the Schedule, we are/I am permitted to assign our/my rights under the said hire purchase agreements;
- (m) the hirers are of full age;
- (n) none of the hirers under the hire purchase agreements are undischarged bankrupts; and
- (o) that where the goods comprised in any hire purchase agreement is a motor vehicle, full liability and duty rests with us/me as to the insurance and registration of such motor vehicle under the said agreement or otherwise.

We/I hereby understand and agree that the truth of the matters herein before stated shall form the basis of your agreements to purchase the hire purchase agreements and the goods comprised therein.

Yours faithfully,

In the presence of

Name of Witness :

NRIC No. :

Address :