



NOTICE TO BUYER TO PERFORM

No. _____

(C.A.R. Form NBP, Revised 10/02)

SAMPLE

In accordance with the terms and conditions of the: California Residential Purchase Agreement or Other _____ ("Agreement"), dated _____, on property known as _____ ("Property"), between _____ ("Buyer"), and _____ ("Seller").

SELLER hereby gives Buyer notice to remove the following contingencies and take the specified contractual action:

SAMPLE

Contingency

ALL CONTINGENCIES

- A. Loan (Paragraph 2I)
B. Appraisal (Paragraph 2J)
C. Tenant-Occupied Property (Paragraph 3C (iii))
D. Disclosures/Reports (Paragraphs 4 and 5)
E. Common Interest Disclosures (Paragraph 6B)
F. Buyer Investigation, including insurability (Paragraph 9)
G. Title: Preliminary Report (Paragraph 12)
H. Sale of Buyer's Property (Paragraph 13)
I. _____
J. _____
K. _____

Contractual Action

- L. Initial Deposit (Paragraph 2A)
M. Increased Deposit (Paragraph 2B)
N. Loan Application Letter (Paragraph 2G)
O. Down Payment Verification (Paragraph 2H)
P. All Cash Verification (Paragraph 2L)
Q. Return of Statutory Disclosures (Paragraph 5A(2))
R. Return of Lead Disclosures (Paragraph 5A(2))
S. Receipt for Increased Deposit (Paragraph 16)
T. _____
U. _____
V. _____

NOTE: Paragraph numbers refer to the California Residential Purchase Agreement (C.A.R. Form RPA-CA).

BUYER: If you do not remove the contingency(ies) (C.A.R. Form RRCR) or take the contractual actions specified above within 24 (or _____) hours (but no less than the time specified in the Agreement) of receipt of this Notice to Buyer to Perform, Seller may cancel the Agreement.

Seller _____ Date _____ Time _____ AM PM

Seller _____ Date _____ Time _____ AM PM

(____ / ____) (Initials) CONFIRMATION OF RECEIPT: A Copy of this Signed Notice to Buyer to Perform was personally received by Buyer or authorized agent on _____ (date), at _____ AM PM.

SAMPLE

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Reviewed by _____ Date _____

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