

## NOTICE TO BUYER TO PERFORM

No. \_

(C.A.R. Form NBP, Revised 12/20)

In accordance with the terms and conditions of the  $\Box$  California Residential Purchase Agreement (C.A.R. Form RPA) or  $\Box$  Residential Income Property Purchase Agreement (C.A.R. Form RIPA), or  $\Box$  Commercial Property Purchase Agreement (C.A.R. Form CPA), or  $\Box$  Vacant Land Purchase Agreement (C.A.R. Form VLPA), or  $\Box$  Other \_\_\_\_\_\_\_ ("Agreement"),

dated	, on property known as	
	· · ·	("Property"),
between		("Buyer"),
and		("Seller").

SELLER hereby gives Buyer notice to, as applicable, remove the specified contingencies and take the specified contractual action as follows:

## I. Contingency

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- A. 🗆 Loan (Paragraph 3J(3))
- B.  $\Box$  Appraisal (Paragraph 3I)
- C. Disclosures/Reports (Paragraphs 7, 10 and 11)
- D. □ Condominium/Planned Development Disclosures (HOA or OA) (Paragraph 10F)
- E. Buyer Investigation, including insurability(Paragraph 12)
- F. 
  Title: Preliminary Report (Paragraph 13)

I. 🗆

J. 🗌

- G. Entering into contract for Sale of Buyer's Property (C.A.R. Form COP, Paragraph 2A)
- H. □ Closing escrow on Buyer's Property (C.A.R. Form COP, Paragraph 4)

## II. Contractual Action

- L. 🗌 Initial Deposit (Paragraph 3A)
- M. 
  Increased Deposit (Paragraph 3B)
- N. D Form FVA (Paragraph 3D)
- O.  $\Box$  Loan Application Letter (Paragraph 3J(1))
- P. Down Payment Verification (Paragraph 3H)
- Q. 
  All Cash Verification (Paragraph 3C)
- R. 
  Return of Statutory Disclosures (Paragraph 10A(5))
- S. D Return of Lead Disclosures (Paragraph 10A(5))
- T. D Receipt for Increased Deposit (Paragraph 21B)
- U. Escrow Evidence, Sale of Buyer's Property (C.A.R. Form COP, Paragraph 2(B) or 3(B))
- V. Evidence of Listing of Buyer's Property (C.A.R. Form COP, Paragraph 3C)
- W. Evidence of Removal of Contingencies in Buyer's Property sale (C.A.R. Form COP, Paragraph 5B)

X. Delivery of a Representative Capacity Signature Addendum and evidence of authority to act (Paragraphs 19 and 31)

К. 🗆 \_\_\_\_\_ | Ү. 🗆 \_\_\_\_

**NOTE:** Paragraph numbers refer to the California Residential Purchase Agreement (C.A.R. Form RPA-CA). Applicable paragraph numbers for each contingency or contractual action in other C.A.R. contracts are found in Contract Paragraph Matrix (C.A.R. Form CPM).

BUYER: If you do not remove the specified contingency(ies) (C.A.R. Forms CR or RR) and take the specified contractual actions indicated above within 2 (or  $\Box$  \_\_\_\_\_) Days After Delivery (but no less than the time specified in the Agreement) of this Notice to Buyer to Perform, Seller may cancel the Agreement.

Seller	Date	
Seller	Date	
() (Initials) CONFIRMATION OF RECEIPT: A Copy of this Signed I	Notice to Buyer to F	Perform was personally
received by Buyer or authorized agent on	(date), at	🗆 AM 🗆 PM.

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в	-	a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®
5	с	525 South Virgil Avenue, Los Angeles, California 90020



NBP REVISED 12/20 (PAGE 1 OF 1)