



NOTICE TO BUYER TO PERFORM

No. _____

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



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:

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. [] Escrow Evidence, Sale of Buyer's Property (C.A.R. Form COP, Paragraph A2 or A3)
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 CR) 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.

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright © 2002, CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.), NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.



Published by the California Association of REALTORS®

Reviewed by _____ Date _____

