

**AV1. IDENTIFICATION OF THE SENDER**

This notice is given by:

The BUYER  The SELLER

to The BUYER  to The SELLER

NAME OF SENDER 1

NAME OF RECIPIENT 1

NAME OF SENDER 2

NAME OF RECIPIENT 2

**AV2. IDENTIFICATION OF THE IMMOVABLE**

The notices mentioned on this form concern the IMMOVABLE located at the following address:

**AV3. IDENTIFICATION OF THE FORM**

Promise to purchase PP [ ] - [ ] [ ] [ ] [ ] [ ] Residential Immovable Annex AR - [ ] [ ] [ ] [ ] Counter-proposal CP- [ ] [ ] [ ] [ ]

Other: \_\_\_\_\_

**AV4. FOLLOW-UP ON FULFILMENT OF CONDITIONS**

**AV4.1 – IN ACCORDANCE WITH CLAUSE \_\_\_\_\_ OF THE FORM IDENTIFIED ABOVE, NOTICE IS HEREBY GIVEN THAT:**

- The BUYER renders the promise to purchase null and void.
- The SELLER renders the promise to purchase null and void.

**AV4.2 – IN ACCORDANCE WITH CLAUSE 6.3 OF THE PROMISE TO PURCHASE FORM IDENTIFIED ABOVE, NOTICE IS HEREBY GIVEN THAT:**

- The SELLER is requiring that the BUYER, immediately and at his expense, file a new hypothecary application to the following hypothecary lender: \_\_\_\_\_, within \_\_\_\_\_ days, in accordance with the terms set out in clause 6.1 of the promise to purchase.

**AV4.3 – IN ACCORDANCE WITH CLAUSE 8.1 OF THE PROMISE TO PURCHASE FORM IDENTIFIED ABOVE, NOTICE IS HEREBY GIVEN THAT:**

- The BUYER has had the IMMOVABLE inspected by a building inspector or a professional, he has read the inspection report and declares himself satisfied with the inspection. Consequently, this condition is fulfilled.
- The BUYER has had the IMMOVABLE inspected by a building inspector or a professional, he hereby waives the reading of the inspection report and declares himself satisfied with the inspection. Consequently, this condition is fulfilled.
- The BUYER has had the IMMOVABLE inspected by a building inspector or a professional, he has read the inspection report, copy of which is attached to this notice. Consequently, he is making the promise to purchase null and void.

**AV4.4 – IN ACCORDANCE WITH CLAUSE 9.1 OF THE PROMISE TO PURCHASE FORM IDENTIFIED ABOVE, NOTICE IS HEREBY GIVEN THAT:**

- The BUYER has examined and verified the documents listed under this clause and declares himself satisfied therewith. Consequently, this condition is fulfilled.
- The BUYER has examined and verified the documents listed under this clause and declares himself not satisfied therewith. Consequently, he is rendering the promise to purchase null and void.
- The BUYER has not received one or more documents listed under this clause within the time period indicated. Consequently, he is rendering the promise to purchase null and void.

**AV4.5 – IN ACCORDANCE WITH CLAUSE \_\_\_\_\_ OF THE PROMISE TO PURCHASE FORM IDENTIFIED ABOVE, NOTICE IS HEREBY GIVEN THAT:**

The parties have received a notice of defects or irregularities affecting the declarations and obligations of the SELLER, namely:

---

---

---

---

Consequently:

- The BUYER hereby notifies the SELLER that he has 21 days following receipt of this notice to notify him that he has remedied, at his expense, the defects or irregularities mentioned, or that he will not remedy them.
- The SELLER has remedied, at his expense, the defects or irregularities mentioned.
- The SELLER will not remedy the defects or irregularities mentioned.
- The BUYER will purchase with the defects and irregularities mentioned. Consequently, the declarations and obligations of the SELLER shall be reduced accordingly.
- The BUYER renders the promise to purchase null and void.

**AV4.6 – IN ACCORDANCE WITH CLAUSE R2.1 OF THE FORM ANNEX R – RESIDENTIAL IMMOVABLE IDENTIFIED ABOVE, NOTICE IS HEREBY GIVEN THAT:**

- The BUYER has fulfilled condition R2.1 and if applicable, copy of the hypothecary lender's unconditional undertaking is attached.
- The BUYER waives the benefit of the condition regarding the sale of the IMMOVABLE identified in R2.1 and submits the following documents as proof that he has the necessary funds to cover the purchase price:

---

---

---

---

**AV4.7 – IN ACCORDANCE WITH CLAUSE R2.2 OF THE FORM ANNEX R – RESIDENTIAL IMMOVABLE IDENTIFIED ABOVE, NOTICE IS HEREBY GIVEN THAT:**

- The SELLER has accepted a new promise to purchase on the IMMOVABLE identified above, of which all conditions have been fulfilled, excluding the signing of the deed of sale in the presence of a notary.
- The BUYER hereby waives the benefit of condition R2.1 and all other conditions of the promise to purchase identified above that are not yet fulfilled, excluding the signing of the deed of sale in the presence of a notary, and submits the following documents as proof that he has the necessary funds:

---

---

---

---

**AV4.8 – IN ACCORDANCE WITH CLAUSE R2.3 OF THE FORM ANNEX R – RESIDENTIAL IMMOVABLE IDENTIFIED ABOVE, NOTICE IS HEREBY GIVEN THAT:**

- The SELLER has rendered null and void another promise to purchase already accepted on the IMMOVABLE identified above.

**AV4.9 – IN ACCORDANCE WITH CLAUSE  R2.4 OF THE FORM ANNEX R-RESIDENTIAL IMMOVABLE IDENTIFIED ABOVE;**

**OR**

**P2.4 OF THE COUNTER-PROPOSAL FORM IDENTIFIED ABOVE;**

**NOTICE IS HEREBY GIVEN THAT:**

- The SELLER has rendered null and void another promise to purchase on the IMMOVABLE identified above. Consequently, all time periods contained in your promise to purchase shall begin from the time of receipt of this notice.

5100A (V7 03/2012)

Unusable for  
a transaction

AV6. SIGNATURES

The BUYER  The SELLER

Signed in \_\_\_\_\_,

on \_\_\_\_\_, at \_\_\_\_\_ : \_\_\_\_\_ .  
DATE

\_\_\_\_\_  
SIGNATURE OF SENDER 1

\_\_\_\_\_  
SIGNATURE OF SENDER 2

The BUYER  The SELLER acknowledges having received of a copy of this notice.

Signed in \_\_\_\_\_,

on \_\_\_\_\_, at \_\_\_\_\_ : \_\_\_\_\_ .  
DATE

\_\_\_\_\_  
SIGNATURE OF RECIPIENT 1

\_\_\_\_\_  
SIGNATURE OF RECIPIENT 2