

# Notice to Remove Condition(s) Agreement of Purchase and Sale - Commercial

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# Notice to Remove Condition(s) Agreement of Purchase and Sale - Commercial

## Form 571

for use in the Province of Ontario

*GENERAL USE: This form is used when there has been a conditional Agreement accepted on a property with a provision allowing the Seller to entertain other offers and the Seller is in a situation to provide notice to the conditional Agreement first Buyer, to decide whether they are prepared to proceed to waive their condition(s).*

*IDENTIFICATION OF PARTIES AND PROPERTY: The first part is the identification of individuals who were parties to the original Agreement of Purchase and Sale. In addition, some of the details of the original Agreement are set out.*

**BUYER:** .....

**SELLER:** .....

RE: Agreement of Purchase and Sale - Commercial between the Seller and Buyer dated the ..... day of .....,  
20....., concerning the property known as:.....

as more particularly described in the aforementioned Agreement of Purchase and Sale.

*NOTIFICATION TO THE BUYER: The form notifies the Buyer that the Buyer has until a certain time and date to decide to remove the condition(s) that were set out in the original Agreement of Purchase and Sale. The actual condition(s) to be addressed would be noted here. This part goes on to state that unless the condition(s) have been removed the original Agreement will become null and void and the Seller would be at liberty to accept a new offer and the deposit would be returned to Buyer.*

In accordance with the terms and conditions of the above Agreement of Purchase and Sale - Commercial, I/we hereby advise that I/we have received another offer to purchase the above mentioned property which is acceptable to me/us. This is to advise you that you now have:

until ..... on the ..... day of ..... 20....., to remove the condition(s) pertaining to:  
(a.m./p.m.)

contained therein, or the above mentioned Agreement of Purchase and Sale - Commercial shall become null and void and I/we shall be at liberty to accept a new offer in which case the Agent is hereby directed to return the deposit to the Buyer in full and without interest. The parties agree to execute a mutual release form if this aforementioned Agreement of Purchase and Sale - Commercial becomes null and void.

For the purposes of this Notice to Remove Condition(s), "Buyer" includes purchaser and "Seller" includes vendor.

*SIGNATURE OF PARTIES: The Seller signs giving the Notice and Buyer signs acknowledging having received the Notice.*

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

..... (Witness)	..... (Seller/Authorized Signing Officer)	..... (Seal)	..... (Date)
..... (Witness)	..... (Seller/Authorized Signing Officer)	..... (Seal)	..... (Date)

I/we hereby acknowledge having today received a copy of the above notice.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

..... (Witness)	..... (Buyer/Authorized Signing Officer)	..... (Seal)	..... (Date)
..... (Witness)	..... (Buyer/Authorized Signing Officer)	..... (Seal)	..... (Date)