**Breach of Agreement to Purchase Land**

In the Court of .................................................................

KK. …………………………. Resi.. ....................................................... Plaintiff

 against

GM…………………... ………resi………………………………… .................... Defendant

KK…………………………………………………………………………………., the above-named plaintiff, states as follows:-

1. On the ............... day of……………...... / ……………….. , the plaintiff and defendant entered into an agreement, and the original document is hereto annexed.

[Or, on the ………...... day of……………..... /………………. , the plaintiff and defendant mutually agreed that the plaintiff should sell to the defendant and that the defendant should purchase from the plaintiff forty bighas of land in the village of... .for... rupees.]

2. On the ................... day of.......... /………….. , the plaintiff, being then the absolute owner of the property [land the same being free from all incumbrances, as was made to appear to the defendant], tendered to the defendant a sufficient instrument of transfer of the same [or, was ready and willing, and is still ready and willing, and offered, to transfer the same to the defendant by a sufficient instrument] on the payment by the defendant of the sum agreed upon.

3. The defendant has not paid the money.

[i. Facts showing when the cause of action arose and that the Court has jurisdiction. ]

ii. The value of the subject-matter of the suit for the purpose of jurisdiction is ...............................rupees and for the purpose of court-fees is ................rupees. and Relief claimed.]