**SUIT FOR SPECIFIC PERFORMANCE OF AGREEMENT TO SELL**

IN THE COURT OF THE....................

Suit No..................... of 20....................

C. D.................................................................... Plaintiff

*versus*

C. F................................................................. Defendant

The abovenamed plaintiff most respectfully submits as under: —

1. On.................... 20.................... C. F. Defendant through an agreement to sell his.................... bighas of Bhumidhari land, situate in village.................... of tahsil.................... of District.................... detailed in the schedule hereto annexed agreed to sell the land aforesaid to the plaintiff for Rs..................... /- (Rs. ........................................ ), within six months from the date of the agreement aforesaid after taking permission from the Collector of the District, as the defendant belongs to the Schedule Castes.

2. The agreement aforesaid was got registered before the Sub-Registrar .................... of District.................... and Rs..................... were paid as earnest money and possession of the land was given to the plaintiff.

3. The plaintiff has been requesting the defendant to obtain the permission from the Collector and to execute the sale deed for consideration as aforesaid.

4. That when the period of six months aforesaid was about to expire, the plaintiff intimated the defendant through a registered notice dated.................... 20.................... received by the defendant on.................... to execute the sale deed after obtaining the required permission of the Collector of the District, but the defendant did not do the same.

5. Cause of action arose within the jurisdiction of this Court on.................... 20.................... after the expiry of six months from the date of agreement aforesaid, when the defendant received the notice of the plaintiff and thereafter the plaintiff neither replied to the notice of the plaintiff, nor complied with the terms thereof.

6. The valuation of the suit is Rs..................... and for the purpose of court fee is Rs..................... the one fifth amount of the valuation in case of seeking an injunction, and court fee thereon is paid.

7. The balance of convenience is in favour of the plaintiff and it is expedient that a mandatory injunction may be issued to the defendant to execute the sale deed as agreed.

RELIEF CLAIMED:

The relief claimed by way of this suit is:

The defendant be directed by issuing a mandatory injunction to execute the sale deed as agreed in favour of the plaintiff.

Plaintiff

Through Advocate

**VERIFICATION**

I, abovenamed plaintiff, do hereby verify that the contents of paras .................... to.................... of the plaint are true to my personal knowledge and those of paras.................... and.................... thereof are based on legal advice which I believe to be true.

Verified on this................. day of.................... 20.................... at....................

Plaintiff