Form No. 7BB

Otc Exchange Of India

Date Of Presentation To The Prescribed Authority

*[Pursuant To Sub-Rule (2a) Of Rule 5a Companies (Central Government’s) General Rules And Forms, 1956 Read With Section 108(1a) Of The Companies Act, 1956]*

# Counter Receipt And Transfer From

Scrip details: C.R. No

Scrip Code: Scrip Name:

Transaction details:

Transaction id: Date Time:

Market Maker Name: Market Marker Code

Quantity: Rate

Value (consideration) (in figures):

(in words):

Brokerage: Stamp Duty: Total Value:

Issuing Counter details . Investor’s details:.

Counter Code: Investor’s Code:

Counter’s Name: Investor’s Name:

Counter’s Signature: Investor’s signature :

Distinctive Number Range:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Form | | To | | Quantity |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

TRANSFER PARTICULARS

For the consideration of Rs (Rupees )

the transferor(s) named do hereby agree to transfer to the transferee(s) to be made, the shares specified in this document, subject to the conditions on which the said shares are now held by the transferor(s) and to be held by the transferor(s) and to be held by trnsferee(s) do hereby agree to accept and hold the said shares subject to the conditions aforesaid:

Transferor(s) (seller)/ Transferee(s) (Buyer) Particulars

Regd. Folio No. Code No.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name of the Holder | | Address | | Signature(s) |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

Attestation:

Signature of witness

Name and address of the witness

Ihereby attest the Signature of

the Transferor(s) hereinmentioned

Signature

Name and Address/Seal of the Counter

Power of Attorney/probate/Date Certificate/Letter of Administration registered with the Company No. . Date.

Signature [(not initials) of Counter/Bank/Company]

Lodged by Share Certificate to be returned to

(fill in the name and address to which the certificate are required to be returned)

\**Note :*To be filled only if the documents are lodged by a person other than the transferee.

#Counter means and includes Member and Dealers of QTCEL.

*Terms and condition:*

1. This contract is made subject to the Rules, Bye-laws, Code of Conduct and Regulation of OCT Exchange of India and the provisions of the law of the land for the time being in force.
2. Brokerage, where applicable, may be charged at the rates not exceeding the official scale and will be indicated in the Counter Receipt/State Confirmation Slip.
3. Transaction fees for every transaction and services charged for investor services may be levied as per the rates specified by OTC Exchange of India from time to time.
4. The Counter Receipt (CR) is valid for trading only at the authorised counter OTC Exchange of India.
5. The CR authorises the holder to exchange the same for share Certificates and *vice versa*, at the option of the holder.
6. The first holder of a CR is authorised to transact on behalf of all the holder. The other holder will be deemed to have given their consent for all transactions. However, all the holder will have to sign on part B of the Counter Receipt and transfer from, in the shares are registered in the Company’s books in the investor’s name. The seller/buyer of shares will sign the transfer from as transferor/transferee
7. Transfer would take place, within reasonable time, without reference to the relevant company, if the investor ‘s purchase/holding does not exceed 0.5% of the Company’s paid-up capital or such other limit, as may be stipulated from time to time.
8. The transferred CR will be bear the words “Transferred CR’ on the CR. The transferred CR will not indicate the details of the transaction, Therefore, the investor is advised to keep a record of it separately before sending in the CR for transfer.
9. Safe custody of any trading document of OTC Exchange of India is at the risk of the holder. The CR is a very valuable document and the holder is requested to keep it safely.
10. If a cheque issued in pursuance of the contract is liable to be declared null and void.
11. In the event of any claim (whether admitted or not), difference or dispute arising out of this contract, the matter shall be submitted to and decided by the arbitration committee as provided in the Rules, Bye-laws and Regulations of the OTC Exchange of India.
12. The jurisdiction of this contract extends to the whole of India where counters authorised by OCT Exchange of India operates.
13. In case of any dispute, notice and communications to a member or non-member shall be served in any one or more all of the following ways and any such notice or communication under (a) to (h) below shall be served at his ordinary business address and /or at his ordinary place of residence and/or at his last known address:--
    1. by delivering it by hand ;
    2. by sending it by registered post:
    3. by sending it under certificate of posting ;
    4. by sending it by express delivery post;
    5. by sending it by telegram;
    6. by affixing it on the door at the last known business and residential address;
    7. by its oral communication of the party in the presence of third person;
    8. by advertising in at least once in any daily newspaper published in Bombay.
14. All dealing, transactions and contracts which are subject to the Rules, Regulations and Buy-laws of the Exchange and every arbitrating agreement to deemed in all respects to be subject to the Rules, Regulations and Bye-laws of the Exchange and shall take effect as wholly made, entered into and to be performed in the whole of India and parties to such dealings, transactions, contracts or agreements shall be deemed to have submitted to the jurisdiction of the courts all over India for the purpose of giving effect to the rules, Regulations and Bye-laws of the exchange.
15. Upon the sale of the said share, the transferee authorises the company or OTC Exchange of India or any persons(s) authorised by OTC Exchange of India regard, to the above declaration as authority for transferring the said shares to the subsequent person(s) who request the said shares to the transferred in the latter’s name.