

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

Current Report
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

November 4, 2011
Date of Report (Date of earliest event reported)

Car Charging Group, Inc.
(Exact name of registrant as specified in its charter)

Nevada (State or other jurisdiction of incorporation)	333-149784 (Commission File Number)	03-0608147 (IRS Employer Identification No.)
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1691 Michigan Avenue, Sixth Floor
Miami Beach, Florida 33139
(Address of principal executive offices) (Zip Code)

(305) 521-0200
(Registrant's telephone number, including area code)

N/A
(Former name or former address and former fiscal year, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2.below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425).
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17CFR240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement

On November 4, 2011, we entered into a Subscription Agreement (the "Subscription Agreement") with Allston Limited (the "Purchaser"). Pursuant to the Subscription Agreement, we sold 2,500,000 shares of our common stock, \$0.001 par value per share (the "Common Stock") to the Purchaser at per share price of \$1.00 for aggregate offering proceeds of \$2,500,000. Pursuant to the Subscription Agreement, we shall receive the proceeds in 5 equal installments of \$500,000 payable no later than November 9, 2011, November 30, 2011, December 31, 2011, March 31, 2012 and June 30, 2012. We have already received the payment due on November 9, 2011. The proceeds received by the Company will be used for the purchase and installation of Electric Vehicle Charging Stations as well as for working capital.

The foregoing description of the Subscription Agreement is not intended to be complete and is qualified in its entirety by the complete text of the Agreement attached to this current report on Form 8-K as Exhibit 10.1.

Item 3.02 Unregistered Sales of Equity Securities

The information pertaining to the sale of the Common Stock in Item 1.01 is incorporated herein by reference in its entirety.

Pursuant to the execution and performance under the Subscription Agreement, we agreed to issue a total of 2,500,000 shares of common stock, par value \$0.001, to the Purchaser. The shares shall be issued as funds are received in accordance with the payment schedule as set forth in the Subscription Agreement.

Such Common Stock was not registered under the Securities Act of 1933. These shares were issued in reliance on the exemption under Section 4(2) of the Securities Act of 1933, as amended (the 'Act'). These shares of our Common Stock qualified for exemption under Section 4(2) of the Securities Act of 1933 since the issuance shares by us did not involve a public offering. The offering was not a 'public offering' as defined in Section 4(2) due to the insubstantial number of persons involved in the deal, size of the offering, manner of the offering and number of shares offered. We did not undertake an offering in which we sold a high number of shares to a high number of investors. In addition, these shareholders had the necessary investment intent as required by Section 4(2) since they agreed to and received share certificates bearing a legend stating that such shares are restricted pursuant to Rule 144 of the 1933 Securities Act. This restriction ensures that these shares would not be immediately redistributed into the market and therefore not be part of a 'public offering.' Based on an analysis of the above factors, we have met the requirements to qualify for exemption under Section 4(2) of the Securities Act of 1933 for this transaction.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>NUMBER</u>	<u>EXHIBIT</u>
10.1	Subscription Agreement between Car Charging Group, Inc. and Allston Limited as of November 4, 2011.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Car Charging Group, Inc.

/s/ Michael D. Farkas

Michael D. Farkas

Chief Executive Officer

Dated: November 10, 2011

**SUBSCRIPTION AGREEMENT
COMMON STOCK, PAR VALUE \$0.001**

OCTOBER 3, 2011

**Car Charging Group, Inc.
1691 Michigan Avenue, Suite 601 Miami Beach, FL
33139**

1. Subscription.

The undersigned (the "Purchaser"), intending to be legally bound, hereby irrevocably agrees to purchase from Car Charging Group, Inc., a Nevada Corporation (the "Company"), the number of shares, set forth on the Signature Page at the end of this Subscription Agreement (the "Agreement") at a purchase price of \$1.00 upon the terms and conditions hereinafter set forth. This subscription is submitted to the Company in accordance with and subject to the terms and conditions described in this Agreement.

The undersigned is delivering (i) the subscription payment made payable to Car Charging Group, Inc. (ii) two executed copies of the Signature page at the end of this Agreement, and (iii) one executed copy of Purchaser Questionnaire for Individuals (if appropriate), attached hereto as Exhibit II, to:

Car Charging Group, Inc.
Attn: Michael D. Farkas
1691 Michigan Avenue, Suite 601
Miami Beach, FL 33139

The undersigned understands that the Shares are being issued pursuant to the exemption from the registration requirements of the United States Securities Act of 1933, as amended (the "Securities Act"), provided by Regulation D Rule 506 of such Securities Act. As such, the Shares are only being offered and sold to investors who qualify as "accredited investors," and a limited number of sophisticated investors and the Company is relying on the representations made by the undersigned in this Agreement that the undersigned qualifies as such an accredited or sophisticated investor. The shares of common stock are "restricted securities" for purposes of the United States securities laws and cannot be transferred except as permitted under these laws.

Payment shall be made by wire transfer in 5 equal payments each representing 20% of the total subscription, to the below wiring instructions, by the 9th November 2011, end of November and December 2011, and end of March and June 2012:

**Car Charging, Inc.
1691 Michigan Ave, Ste 601 Miami Beach, FL 33131
Bank Of America
Acc#229031159633
ABA#063000047**

2. Acceptance of Subscription.

Subject to applicable state securities laws, the Purchaser may not revoke any subscription that such Purchaser delivers to the Company. However, the undersigned understands and agrees that the Company, in its sole discretion, may reject the subscription of any Purchaser, whether or not qualified, in whole or in part. The Company shall have no obligation to accept subscriptions in the order received. This subscription shall become binding only if accepted by the Company.

3. Representations and Warranties.

3.1. The Company represents and warrants to, and agrees with the undersigned as follows, in each case as of the date hereof and in all material respects as of the date of any closing, except for any changes resulting solely from the subscription:

3.1.1. The Company is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation with full power and authority to own, lease, license and use its properties and assets and to carry out the business in which it is engaged. The Company is in good standing as a foreign corporation in every jurisdiction in which its ownership, leasing, licensing or use of property or assets or the conduct of its business makes such qualification necessary, except where the failure to be so qualified would not have a material adverse effect on the Company.

3.1.2. The authorized capital stock of the Company consists of 500,000,000 shares of common stock, par value \$0.001 per share (the "Common Stock") and 20,000,000 shares of preferred stock, par value \$0.001 (the "Preferred Stock"). The Company currently has 31,993,405 shares of Common Stock issued and outstanding and 10,000,000 shares of Preferred Stock issued and outstanding.

Each outstanding share of Common Stock is validly authorized, validly issued, fully paid and non-assessable, without any personal liability attaching to the ownership thereof and has not been issued and is not or will not be owned or held in violation of any preemptive rights of stockholders.

3.1.3. There is no litigation, arbitration, claim, governmental or other proceeding (formal or informal), or investigation pending or, to the best knowledge of the officers of the Company, threatened with respect to the Company, or any of its subsidiaries, operations, businesses, properties or assets except as individually or in the aggregate do not now have and could not reasonably be expected have a material adverse effect upon the operations, business, properties or assets of the Company.

3.1.4. The Company is not in violation of, or in default with respect to, any law, rule, regulation, order, judgment or decree except as in the aggregate do not now have and will not in the future have a material adverse effect upon the operations, business, properties or assets of the Company; nor is the Company required to take any action in order to avoid any such violation or default.

3.1.5. The Company has all requisite power and authority (i) to execute, deliver and perform its obligations under this Agreement, and (ii) to issue and sell the shares hereunder.

3.1.6. No consent, authorization, approval, order, license, certificate or permit of or from, or declaration or filing with, any United States federal, state, local, or other applicable governmental authority, or any court or any other tribunal, is required by the Company for the execution, delivery or performance by the Company of this Agreement or the issuance and sale of the shares, except such filings and consents as may be required and have been or at the initial closing will have been made or obtained under the laws of the United States federal and state securities laws.

3.1.7. The execution, delivery and performance of this Agreement and the issuance of the Shares will not violate or result in a breach of, or entitle any party (with or without the giving of notice or the passage of time or both) to terminate or call a default under any agreement or violate or result in a breach of any term of the Company's Articles of Incorporation or Bylaws of, or violate any law, rule, regulation, order, judgment or decree binding upon, the Company, or to which any of its operations, businesses, properties or assets are subject, the breach, termination or violation of which, or default under which, would have a material adverse effect on the operations, business, properties or assets of the Company.

3.1.8. The shares of common stock issuable hereunder are validly authorized and, if and when issued in accordance with the terms and conditions set forth in this Agreement, will be validly issued, fully paid and non-assessable without any personal liability attaching to the ownership thereof, and will not be issued in violation of any preemptive or other rights of stockholders.

3.1.9. This Agreement does not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading.

3.2. The undersigned hereby represents and warrants to, and agrees with, the Company as follows:

3.2.1. If a natural person, the undersigned is: a bona fide resident of the state or non-United States jurisdiction contained in the address set forth on the Signature Page of this Agreement as the undersigned's home address; at least 21 years of age; and legally competent to execute this Agreement. If an entity, the undersigned has its principal offices or principal place of business in the state or non-United States jurisdiction contained in the address set forth on the Signature Page of this Agreement, the individual signing on behalf of the undersigned is duly authorized to execute this Agreement and this Agreement constitutes the legal, valid and binding obligation of the undersigned enforceable against the undersigned in accordance with its terms.

3.2.2. The undersigned is familiar with the Company's business, plans and financial condition, the terms of the subscription and any other matters relating to the subscription, the undersigned has received all materials which have been requested by the undersigned, has had a reasonable opportunity to ask questions of the Company and its representatives, and the Company has answered all inquiries that the undersigned or the undersigned's representatives have put to it. The undersigned has had access to all additional information necessary to verify the accuracy of the information received and any other materials furnished herewith, and has taken all the steps necessary to evaluate the merits and risks of an investment as proposed hereunder.

3.2.3. The undersigned (or the undersigned's purchaser representative) has such knowledge and experience in finance, securities, taxation, investments and other business matters so as to be able to protect the interests of the undersigned in connection with this transaction, and the undersigned's investment in the Company hereunder is not material when compared to the undersigned's total financial capacity.

3.2.4. The undersigned understands the various risks of an investment in the Company as proposed herein and can afford to bear such risks, including, without limitation, the risks of losing the entire investment.

3.2.5. The undersigned acknowledges that no market for the shares of Common Stock presently exists and none may develop in the future and that the undersigned may find it impossible to liquidate the investment at a time when it may be desirable to do so, or at any other time.

3.2.6. The undersigned has been advised by the Company that none of the shares of Common Stock has been registered under the Securities Act, that the Common Stock will be issued on the basis of the statutory exemption provided by Rule 506 of the Securities Act or Regulation D promulgated thereunder, or both, relating to transactions by an issuer not involving any public offering and under similar exemptions under certain state securities laws; that this transaction has not been reviewed by, passed on or submitted to any federal or state agency or self-regulatory organization where an exemption is being relied upon; and that the Company's reliance thereon is based in part upon the representations made by the undersigned in this Agreement.

3.2.7. The undersigned acknowledges that the undersigned has been informed by the Company of or is otherwise familiar with, the nature of the limitations imposed by the Securities Act and the rules and regulations thereunder on the transfer of the shares of Common Stock. In particular, the undersigned agrees that no sale, assignment or transfer of any of the shares of Common Stock shall be valid or effective, and the Company shall not be required to give any effect to such a sale, assignment or transfer, unless (i) the sale, assignment or transfer of such shares of Common Stock is registered under the Securities Act, it being understood that the shares of Common Stock are not currently registered for sale and that the Company has no obligation or intention to so register the shares of Common Stock, except as contemplated by the terms of this Agreement or (ii) such shares of Common Stock is sold, assigned or transferred in accordance with all the requirements and limitations of Rule 144 under the Securities Act (it being understood that Rule 144 is not available at the present time for the sale of the shares of Common Stock), or (iii) such sale, assignment or transfer is otherwise exempt from registration under the Securities Act, including Regulation S promulgated thereunder. The undersigned further understands that an opinion of counsel and other documents may be required to transfer the shares of Common Stock.

3.2.8. The undersigned acknowledges that the shares of Common Stock shall be subject to a stop transfer order and the certificate or certificates evidencing any shares of Common Stock shall bear the following or a substantially similar legend or such other legend as may appear on the forms of shares of Common Stock and such other legends as may be required by state blue sky laws:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933 (THE "ACT") OR APPLICABLE STATE SECURITIES LAWS, AND SUCH SECURITIES MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH SALE OR TRANSFER IS EXEMPT FROM SUCH REGISTRATION REQUIREMENTS OF THE ACT AND APPLICABLE STATE SECURITIES LAWS.

3.2.9. The undersigned will acquire the shares of common stock for the undersigned's own account (or for the joint account of the undersigned and the undersigned's spouse either in joint tenancy, tenancy by the entirety or tenancy in common) for investment and not with a view to the sale or distribution thereof or the granting of any participation therein, and has no present intention of distributing or selling to others any of such interest or granting any participation therein.

3.2.10. No representation, guarantee or warranty has been made to the undersigned by any broker, the Company, any of the officers, directors, stockholders, partners, employees or agents of either of them, or any other persons, whether expressly or by implication, that:

(I) the Company or the undersigned will realize any given percentage of profits and/or amount or type of consideration, profit or loss as a result of the Company's activities or the undersigned's investment in the Company; or

(II) the past performance or experience of the management of the Company, or of any other person, will in any way indicate the predictable results of the ownership of the shares of common stock or of the Company's activities.

3.2.11. No oral or written representations have been made other than as stated in the herein, and no oral or written information furnished to the undersigned or the undersigned's advisor(s) in connection with the subscription were in any way inconsistent with the information stated herein.

3.2.12. The undersigned is not subscribing for the Shares as a result of or subsequent to any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, or presented at any seminar or meeting, or any solicitation of a subscription by a person other than a representative of the Company with which the undersigned had a pre-existing relationship in connection with investments in securities generally.

3.2.13. The undersigned is not relying on the Company with respect to the tax and other economic considerations of an investment.

3.2.14. The undersigned understands that the net proceeds from all subscriptions paid and accepted (after deduction for commissions, discounts and expenses) will be used in all material respects for the purposes as may be determined by the Company from time to time.

3.2.15. Without limiting any of the undersigned's other representations and warranties hereunder, the undersigned acknowledges that the undersigned has reviewed and is aware of the risk factors associated with the subscription.

3.2.16. The undersigned acknowledges that the representations, warranties and agreements made by the undersigned herein shall survive the execution and delivery of this Agreement and the purchase of the Shares.

3.2.17. The undersigned has consulted his own financial, legal and tax advisors with respect to the economic, legal and tax consequences of an investment in the Shares and has not relied on the Company, its officers, directors or professional advisors for advice as to such consequences.

3.2.18. The undersigned acknowledges that the Placement Agent Sunrise Securities Corp, as well as its related parties own approximately 18% of the Shares issued and outstanding.

4. Indemnification.

The Purchaser understands the meaning and legal consequences of the representations and warranties contained in Section 3.2, and agrees to indemnify and hold harmless the Company and each member, officer, employee, agent or representative thereof against any and all loss, damage or liability due to or arising out of a breach of any representation or warranty, or breach or failure to comply with any covenant of the Purchaser contained this Subscription Agreement or any document associated herewith. Notwithstanding any of the representations, warranties, acknowledgments or agreements made herein by the Purchaser, the Purchaser does not thereby or in any other manner waive any rights granted to the Purchaser under federal or state securities laws.

5. Provisions of Certain State Laws.

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE OFFERING INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

THE SECURITIES HAVE NOT BEEN REGISTERED UNDER ANY STATE UNIFORM SECURITIES ACT AND, THEREFORE, CANNOT BE RESOLD UNLESS THEY ARE REGISTERED UNDER THE RELEVANT ACT OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

6. Additional Information.

The Purchaser hereby acknowledges and agrees that the Company may make or cause to be made such further inquiry and obtain such additional information as they may deem appropriate, with regard to the suitability of the undersigned.

7. Irrevocability; Binding Effect.

The Purchaser hereby acknowledges and agrees that the Subscription hereunder is irrevocable, that the Purchaser is not entitled to cancel, terminate or revoke this Subscription Agreement or any agreements of the undersigned thereunder and that this Subscription Agreement and such other agreements shall survive the death or disability of the Purchaser and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and assigns. If the Purchaser is more than one person, the obligations of the Purchaser hereunder shall be joint and several and the agreements, representations, warranties and acknowledgments herein contained shall be deemed to be made by and be binding upon each such person and his heirs, executors, legal representatives and assigns.

8. Modification.

Neither this Subscription Agreement nor any provisions hereof shall be waived, modified, discharged or terminated except by an instrument in writing signed by the party against whom any such waiver, modification, discharge or termination is sought.

9. Notices.

Any notice, demand or other communication which any party hereto may be required, or may elect, to give to any other party hereunder shall be sufficiently given if (a) deposited, postage prepaid, in a United States mail box, stamped registered or certified mail, return receipt requested, addressed to such address as may be listed on the books of the Company, or (b) delivered personally at such address.

10. Counterparts.

This Subscription Agreement may be executed through the use of separate signature pages or in any number of counterparts, and each such counterpart shall, for all purposes, constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

11. Entire Agreement.

This Subscription Agreement contains the entire agreement of the parties with respect to the subject matter hereof and there are no representations, covenants or other agreements except as stated or referred to herein.

12. Severability.

Each provision of this Subscription Agreement is intended to be severable from every other provision, and the invalidity or illegality of any portion hereof shall not affect the validity or legality of the remainder hereof.

13. Assignability.

This Subscription Agreement is not transferable or assignable by the Purchaser.

14. Applicable Law.

This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of Florida as applied to residents of that State executing contracts wholly to be performed in that State.

15. Choice of Jurisdiction.

The parties agree that any action or proceeding arising, directly, indirectly or otherwise, in connection with, out of or from this Subscription Agreement, any breach hereof or any transaction covered hereby shall be resolved within the County of Miami-Dade, State of Florida. Accordingly, the parties consent and submit to the jurisdiction of the United States federal and state courts located within the County of Miami-Dade, State of Florida.

IN WITNESS THEREOF, the undersigned exercises and agrees to be bound by this Subscription Agreement by executing the Signature Page attached hereto on the date therein indicated.

SUBSCRIPTION AGREEMENT SIGNATURE PAGE

By executing this Signature Page, the undersigned hereby executes, adopts and agrees to all terms, conditions and representations of this Subscription Agreement and acknowledges all requirements are met by the purchaser to purchase shares of Common Stock in the Company.

Number of Shares Subscribed at: \$1.00 per Share: **2,500,000**

Aggregate Purchase Price: \$ 2,500,000

Type of ownership: (mark one) _____ Individual
_____ Joint Tenants
_____ Tenants by the Entirety
_____ Tenants in Common
_____ X _____ Subscribing as Corporation or Partnership Other
_____ Other

IN WITNESS WHEREOF, the undersigned Purchaser has executed this Signature Page this **4th** day of **November, 2011**.

Exact Name in which Shares are to be Registered **ALLSTON LIMITED**

Irina Zodiatou -
Director

Print Name Signature

/s/ Irina Zodiatou



Exempt : **Yes**

Tax Identification Number

Chapo Central, 3rd floor
20 Spyrou Kyprianou Avenue
1075 Nicosia, Cyprus

Mailing Address

Blake Building, Suite 302
Corner of Hutson & Eyre Street
Belize City
Belize

Registered Office Address

00 357 22 749 000

Work Phone Number

marios.alexandrouaifqint.com

E-mail Address

ACCEPTANCE OF SUBSCRIPTION

Car Charging Group, Inc. hereby accepts the subscription of 2,500,000 Shares consisting of \$2,500.00, as of the _____ day of _____, 2011.

CAR CHARGING GROUP, INC.

By: /s/ Michael D. Farkas

Name: Michael D. Farkas

Title: Chief Executive Officer
