From: Mohd Assu <mohdaasu@yahoo.com>
Sent: Saturday, June 13, 2026 11:52 AM
To: ARGFL Care <argflcare@rathi.com>
Subject: Facility Agreement No. APPL00010554

Caution: This is an external email and may be malicious. Please take care when clicking links or opening attachments.

To,

1. The Authorised Officer

Anand Rathi Global Finance Limited Registered Office:
Express Zone, A Wing, 10th Floor,

Western Express Highway, Goregaon (East), Mumbai – 400063, Maharashtra.

2. The Authorised Officer

Anand Rathi Global Finance Limited Corporate Office:
Express Zone, A Wing, 8th Floor,

Western Express Highway, Goregaon (East), Mumbai – 400063, Maharashtra.

REPRESENTATION / OBJECTION UNDER SECTION 13(3A) OF THE SECURITISATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT, 2002

IN THE MATTER OF:

Facility Agreement No. APPL00010554

AND

Demand Notice dated 20.04.2026 issued under Section 13(2) of the SARFAESI Act, 2002.

Submitted By:

1. **AAA SALES AND SERVICES GROUPS**

(Borrower)
Through its Proprietor,
Plot No. 28, 29 & 30, Hayat Enclave,
Khasra No. 1307 & 1306,
Loni, Ghaziabad, Uttar Pradesh – 201102.

2. **MOHD. AASU @ ASIF ALI**

(Co-Borrower)
Plot No. B-153, Khasra No. 1306,

Flat No. SF-01, Hayat Enclave,
Loni Dehat, Ghaziabad, Uttar Pradesh – 201102.

3. MOHD. ARIF

(Co-Borrower)
Plot No. B-153, Khasra No. 1306,
Flat No. SF-01, Hayat Enclave,
Loni Dehat, Ghaziabad, Uttar Pradesh – 201102.

Also at:
G-167, Gali No. 18, Mustafabad, North East Delhi – 110094.

4. AAFROJ SAIFI

(Co-Borrower)
Plot No. B-153, Khasra No. 1306,
Flat No. SF-01, Hayat Enclave,
Loni Dehat, Ghaziabad, Uttar Pradesh – 201102.

MOST RESPECTFULLY SHOWETH:

1. That the present representation/objection is being submitted under Section 13(3A) of the SARFAESI Act, 2002 against the Demand Notice dated 20.04.2026 issued by the Secured Creditor under Section 13(2) of the Act in relation to Facility Agreement No. APPL00010554.

2. That the applicant/Borrower had availed a Loan Against Property facility from the Secured Creditor pursuant to the Sanction Letter and Facility Agreement dated 02.03.2024 for a sum of Rs.52,50,000/- repayable in 180 monthly instalments.

3. That the Borrowers do not dispute the execution of the loan documents and acknowledge their liability to repay the loan in accordance with the terms of the Facility Agreement.

4. That from the inception of the loan till December, 2025, the loan account was being operated regularly and all EMIs were being paid diligently. There was no wilful default, deliberate breach or intentional avoidance of repayment obligations on the part of the Borrowers.

5. That on 05.12.2025, the Hon'ble High Court of Judicature at Allahabad in Criminal Misc. Writ Petition No.28045 of 2025 was pleased to direct that the Applicant shall not be arrested pursuant to the impugned FIR, subject to cooperation in investigation.

6. That despite the aforesaid protection granted by the Hon'ble High Court, the Applicant Mohd. Aasu @ Asif Ali was illegally arrested on 09.12.2025 and remained under incarceration, thereby becoming completely incapable of attending to his business affairs, financial transactions and banking operations.

7. That the Applicant is the person actively managing the business of the Borrower concern and arranging the finances required for servicing the loan account. Owing to the illegal detention, the business activities of the Borrower concern came to a virtual standstill, resulting in severe financial hardship and disruption of cash flow.

8. That due to the aforesaid extraordinary circumstances, the instalments falling due during the period of detention could not be deposited. The resultant default was neither intentional nor deliberate but occurred solely because of circumstances wholly beyond the control of the Applicant.

9. That the Hon'ble High Court of Judicature at Allahabad in Habeas Corpus Writ Petition No.167 of 2026, vide judgment and order dated 20.02.2026, was pleased to hold that the arrest and detention of the Applicant were illegal and further quashed the arrest, remand order dated 09.12.2025 and all consequential proceedings.

10. That the Hon'ble High Court specifically found that the mandatory legal requirements relating to arrest had not been complied with and directed the immediate release of the Applicant from illegal custody.

11. That subsequently, by order dated 05.06.2026 passed by the learned Court of Additional Chief Judicial Magistrate, Gautam Buddh Nagar, the Applicant was ordered to be released and has thereafter resumed efforts to restore his business and financial affairs.

12. That the temporary irregularity in the loan account is thus directly attributable to the Applicant's illegal incarceration and not to any wilful default, financial indiscipline or dishonest intention on the part of the Borrowers.

13. That immediately upon his release, the Applicant approached the officials of the Secured Creditor and expressed his readiness and willingness to deposit the entire overdue instalments, accrued interest and other lawful charges for the purpose of regularisation of the loan account.

14. That the Applicant also submitted representations, letters and electronic communications to the concerned officials requesting that he be permitted to clear the arrears and continue the loan account in accordance with the original terms of the Facility Agreement.

15. That despite the Applicant's bona fide approach and repeated requests, the officials of the Secured Creditor failed and neglected to permit regularisation of the account and instead proceeded with recovery measures under the SARFAESI Act.

16. That the Applicant has never refused to repay the loan and even today remains ready, willing and financially committed to deposit the entire unpaid instalments which became due during the period of his illegal detention together with all lawful charges and interest payable under the Facility Agreement.

17. That the Applicant submits that the object of the SARFAESI Act is to facilitate recovery of secured debts and not to deprive a bona fide borrower of an opportunity to regularise the account where the default has arisen due to genuine and unavoidable circumstances.

18. That the secured assets described in Schedule-II of the Demand Notice include valuable residential properties of the Borrowers and their family members. Any coercive action under Section 13(4) of the

Act would cause irreparable loss and hardship despite the Borrowers' willingness to discharge the arrears.

19. That the Applicant respectfully submits that the account can be effectively regularised if a reasonable opportunity is granted for depositing the overdue instalments and restoring the repayment schedule as originally agreed between the parties.

20. That in the facts and circumstances of the case, the proposed action under Section 13(4) of the SARFAESI Act would be inequitable, disproportionate and unnecessary, particularly when the Applicant is not disputing the debt and is willing to clear the arrears forthwith.

PRAYER

In view of the facts and circumstances stated hereinabove, it is most respectfully prayed that the Authorised Officer may kindly consider the present representation under Section 13(3A) of the SARFAESI Act, 2002, accept the explanation for the temporary default, permit the Applicant to deposit the entire overdue instalments along with applicable interest and lawful charges, regularise and restore the loan account in terms of the original Facility Agreement, keep in abeyance all further proceedings under Section 13(4) of the Act, and refrain from taking any coercive measures against the secured assets. It is further prayed that a reasoned decision on the present representation be communicated to the Applicant and such other relief(s) as may be deemed fit and proper in the facts and circumstances of the case be granted in the interest of justice.

LIST OF ENCLOSURES

1. Copy of Demand Notice dated 20.04.2026 issued under Section 13(2) of the SARFAESI Act.
2. Copy of order dated 05.12.2025 passed in Criminal Misc. Writ Petition No.28045 of 2025.
3. Copy of judgment dated 20.02.2026 passed in Habeas Corpus Writ Petition No.167 of 2026.
4. Copy of release order dated 05.06.2026 passed by the Court of ACJM, Gautam Buddh Nagar.

Copies of representations, letters and e-mails submitted to the Secured Creditor

Place: _________13/06/2026 Hayat enclave

Date: _________Loni Ghaziabad 201102

Your Faithfully,

1. **(AAA SALES AND SERVICES GROUPS)**

   Through its Proprietor

2. **(MOHD. AASU @ ASIF ALI)**

   Borrower

3. **(MOHD. ARIF)**

   Co-Borrower

4. **(AAFROJ SAIFI)**

   Co-Borrower