



Dharani Sugars and Chemicals Limited

Regd. Office: "PGP HOUSE", (Old No.57) New No.59, Sterling Road, Nungambakkam, Chennai - 600 034.

Tel : 28234000, 28311313, 28254176, Fax : 28232074, 28232076

Email : accounts@dharanisugars-pgp.com, commercial @pgpgroup.in, secretarial@dharanisugars-pgp.com

GST No : 33AAACD1281F1Z7 | TIN NO:33061502443 | CST No : 818529/19.11.87

CIN No : L15421TN1987PLC014454, Website : www.dharanisugars.in

DSCL/Legal Notice/Stock Exchange/2026

February 10, 2026

The Asst. General Manager
BSE Limited, Dept. of Corporate Services,
First Floor 25, P J Towers,
Dalal Street, Fort,
Mumbai 400 001.

The Vice President
National Stock Exchange of India Ltd
Exchange Plaza, 5th Floor
Plot No.C/1 Bandra Kurla Complex
Bandra (East), Mumbai – 400 051

Dear Sir / Madam,

Sub: Intimation under Regulation 30 of SEBI (LODR) Regulations, 2015 – Receipt of Legal Notice
Ref : BSE- Scrip Code – 507442 (BSE) – NSE- DHARSUGAR.

Pursuant to Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, read with Schedule III thereto, we wish to inform you that the Company has received a legal notice from National Reconstruction Company Limited (NARCL) dated 7th February 2026 towards the Non-compliance of Master Restructuring Agreement dated 24th May 2024. (MRA). A copy of the said notice is enclosed.

This disclosure is being made in compliance with the applicable provisions of SEBI (LODR) Regulations, 2015.

You are requested to take the above information on record.

Thanking you.

Yours faithfully,
For Dharani Sugars and Chemicals Limited


E P Sakthivel
Company Secretary





Shree Law Services

2A, Krsnika Apartments, No.1, Avenue Road,
Off. Jegannathan Road, Nungambakkam, Chennai - 600 034.
Phone : 044 4859 3935 , 044 4859 3936 www.shreelawservices.com

Chennai 600034
07th February 2026

BY SPAD / EMAIL

Without Prejudice

1. Dharani Sugars and Chemicals Ltd represented by its Chairman and Managing Director having office at 57 Sterling Road, Nungambakkam Chennai - 600 034.	2. Dr. Palani G. Periyasamy Promoter/ Guarantor of Dharani Sugars and Chemicals Ltd No. 4A, Dugar Apartments, 3rd floor Raja Rangasamy Road, 4th Seaward Valmiki Nagar Thiruvanmiyur Chennai - 600 041 Also at: PGP House, New No. 59 (Old No. 57), Sterling Road Nungambakkam Chennai - 600 034	3. Smt. Visalakshi Periyasamy / Guarantor Suspended Director of M/s. Dharani Sugars and Chemicals Ltd No. 4A, Dugar Apartments, 3rd floor Raja Rangasamy Road, 4th Seaward Valmiki Nagar Thiruvanmiyur Chennai - 600 041 Also at: PGP House, New No. 59 (Old No. 57), Sterling Road Nungambakkam Chennai - 600 034
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Sub: Default Notice pursuant to the consent terms read with Master Restructuring Agreement dated 24-May-2024 filed before Hon'ble DRT Chennai

Re: 1) Joint Compromise Memo filed before DRT-I Chennai OA 368/2020 filed by Indian Bank & Others
2) Joint Compromise Memo filed before DRT III Chennai - TA No.1481/2023 Bank of India Vs. Dharani Sugars
3) Master Restructuring Agreement (MRA) dated 24-May-2024
4) Letter dated 24-Nov-2025 from IDRCL
5) Your reply dated 04-Dec-2025
6) Letter dated 19-Dec-2025 from IDRCL
7) Your reply dated 31-Dec-2025
8) Email dated 28-Jan-2026

Dear Sir,

Under instructions from our client, National Asset Reconstruction Company Limited, acting in its capacity as Trustee of NARCL Trust-0006 ("NARCL") through its duly authorised Power of Attorney holder, India Debt Resolution Company Limited ("IDRCL"), we are issuing the following notice to you:

1. The instant notice is issued in relation to the Sanction Letter dated 22 March 2024 ("Sanction Letter") and the Master Restructuring Agreement dated 24 May 2024 ("MRA") executed amongst NARCL, Dharani Sugars & Chemicals Limited (the "Borrower"), and the Guarantors, namely Dr. Palani G. Periyasamy and Smt. Visalakshi Periyasamy.
2. Pursuant to the issuance of the Sanction Letter and the execution of the MRA, the parties jointly approached the Hon'ble Debt Recovery Tribunal-I and the Hon'ble Debt Recovery Tribunal-III, Chennai, by filing Joint Compromise Memos, seeking disposal of the pending Original Applications for recovery filed under Section 19 of the Recovery of Debts and Bankruptcy Act, 1993, in accordance with the agreed terms of restructuring.
3. Accordingly, the MRA and the restructuring terms agreed thereunder were duly submitted and brought on record before the Hon'ble Debt Recovery Tribunal, Chennai, and now form part of binding compromise proceedings in the following matters:

Sr no	Case details	Forum	Date
1	India Bank Vs Dharani sugars (OA No.368 of 20202)	DRT -I, Chennai	02-Jul-2024
2	Bank of India Vs Dharani Sugars (TA No. 1481 of 2023)	DRT-III, Chennai	12-Aug-2024

4. The said Joint Compromise Memos expressly record and incorporate the terms and conditions of the Sanction Letter and the MRA and, inter alia, provide that the Borrower and the Guarantors are jointly and severally bound to comply with and perform all obligations stipulated therein, strictly in accordance with the agreed timelines and conditions. It stipulates that, in the event of delay in payment of any amount on the due date in accordance with the agreed timeline, interest at the rate of 18% per annum shall be levied on the delayed amount for a period not exceeding one month from the due date. If such default remains uncured beyond one month, the restructuring of loans under the Sanction Letter and MRA shall stand automatically revoked forthwith, and any waiver granted till such date or agreed to be extended shall also stand revoked. It further provide that, in the event of such Default is not remedied within stipulated timeline by the Borrower and the Guarantors, NARCL shall be at liberty, entitled, at its option, to exercise its rights and remedies.

A. Prior Notices and Continuation of Defaults

5. Our client states that it had previously issued detailed notices/ emails more particularly notices dated 24 November 2025 and 19 December 2025, specifically identifying multiple material non-compliances and events of default under the MRA including, inter alia:
- (i) Failure to allot fully paid-up equity shares aggregating to twenty percent (20%) of the total paid-up equity share capital of the Company in favour of NARCL, as required under Clause 4(c) read with Annexure IV, Part A, Clause (c) of the MRA, constituting non-fulfilment of a Condition Precedent and an Event of Default under Clause 15(a) of the MRA.
 - (ii) Failure to create, fund, and maintain a Debt Service Reserve Account ("DSRA") of INR 15 Crores within eighteen (18) months from the Cut-off Date, as mandatorily required under Annexure II, Clause 1 read with the Financial Covenants under Clause 10 of the MRA, which constitutes an Event of Default under Clause 15(e) of the MRA.
 - (iii) Failure to constitute and operationalise the Monitoring Committee to the satisfaction of the Lender, in breach of Clause 11(i) of the MRA.
 - (iv) Failure to arrange and maintain the requisite additional corpus for payment of farmers' dues, as required under Annexure I, Clause 2(b) read with Annexure IV, Part A (Conditions Precedent) of the MRA, constituting non-fulfilment of a Condition Precedent and an Event of Default under Clause 15(a) of the MRA.
 - (v) Incurrence of additional indebtedness of approximately INR 25 Crores without obtaining the prior written consent of the Lenders/NARCL, in breach of the Negative Covenants set out in Clause 12(b) of the MRA.
6. Although No.1 of you responded to the aforesaid notices vide letters dated 04 December 2025 and 31 December 2025, the explanations and assertions contained therein neither demonstrated that the identified breaches had been cured nor resulted in subsequent rectification of the same. Further, the Borrower has not been able to restart the plant operations envisaged under the MRA till date. As on date, no material evidence has been furnished evidencing payment of the overdue farmer dues, which constitutes a prerequisite for re-allotment of the cane command area to commence plant operations.
7. Accordingly, the defaults and non-compliances earlier notified continue to subsist as on date, constituting continuing breaches of the MRA and entitling our client to exercise its contractual and statutory rights.



B. Subsequent Financial Default

8. Without prejudice to the foregoing and in addition thereto, an amount of INR 10.48 Crores, which fell due and payable on 31 December 2025 in terms of the agreed repayment schedule under the MRA, remains unpaid and outstanding as on date.
9. The aforesaid non-payment constitutes a separate, distinct, and independent financial default, squarely attracting the consequences stipulated under the MRA, in addition to and without prejudice to the earlier defaults already notified vide our client's letters dated 24 November 2025, 19 December 2025 and vide email dated 28 January 2026.

C. No Waiver and Contractual & Judicial Entitlement under DRT Orders

10. It is further clarified that no waiver, extension, indulgence, or forbearance has been granted by our client in respect of the aforesaid defaults, whether expressly or by conduct, and all rights and remedies available under law and contract are expressly reserved.
11. Your attention is specifically invited to the operative portion of the final order dated 02 July 2024 passed by the Hon'ble DRT-I, Chennai in OA No. 368 of 2020, which, inter alia, records as follows:

"The Applicant shall also stand by and discharge its obligations under the compromise memo. It is also made clear that in the event of the failure of the compromise, the Applicants can approach this Tribunal for Recovery Certificate with advance notice of one month to the Defendants 1 to 3."

Further, liberty has been preserved vide order dated 12 August 2024 passed by the Hon'ble DRT-III, Chennai in TA No. 1481 of 2023.

12. The aforesaid judicial orders unequivocally recognise and affirm that any failure to adhere to the restructuring and compromise terms entitles the lender to re-approach the Hon'ble Tribunal for issuance of a Recovery Certificate, subject only to the issuance of the stipulated advance notice, without prejudice to any other remedies available in law.

D. Final Opportunity in Compliance with DRT order

13. In compliance with the aforesaid judicial directions and without prejudice to our client's contractual and statutory rights, you are hereby granted a final period of one month from the date of receipt of this notice to cure all subsisting Events of Default, including the financial default referred to hereinabove and achieve compliance with the MRA, to the satisfaction of NARCL/ IDRCL.



E. Consequences of Failure to Cure

14. Take notice that upon failure to cure the aforesaid defaults within the above stipulated period, our client shall be constrained to invoke and materialise its rights before the Hon'ble Debt Recovery Tribunal, by seeking issuance of a Recovery Certificate and pursuing any such further remedies as are available under the MRA, the compromise terms, and applicable law, without any further reference or notice.
15. Accordingly, you are hereby put to notice that in case of all the events of default mentioned in the notice remain uncured as well as upon expiry of one month from the date of physical or electronic receipt of this notice, whichever is earlier, our client shall, without any further reference or notice, initiate proceedings before the Hon'ble Debts Recovery Tribunal seeking issuance of a Recovery Certificate without prejudice to other remedies available in law.
16. In the event of failure to cure the aforesaid defaults within the said period, the entire outstanding dues shall stand reinstated in accordance with the provisions of the MRA, and the total outstanding dues upon adjusting the payment made by you so far, as per the terms of the MRA shall become due and payable and shall be proceeded against for recovery upon expiry of the aforesaid period of one month. This communication is issued in continuation of, and without prejudice to, earlier notices issued by our client and correspondence issued in this regard.
17. All rights, remedies, claims, and contentions of our client are hereby expressly reserved.

All capitalised terms and abbreviations used herein, unless otherwise defined, shall have the same meanings as assigned to them under the Restructuring Documents.

Yours faithfully,



(T. Ravichandran)

Advocate & Founder

Shree Law Services

2A Krsnika Apartments

1, Avenue Road

Nungambakkam

Chennai 600034