



DUKE OFFSHORE LIMITED

Date: June 11, 2026

To,
Corporate Relationship Department,
Bombay stock Exchange,
Dalal Street,
Mumbai – 400001

BSE CODE: 531471

Sir,

Sub: Disclosure under Regulation 30 and 30A read with Clause 5 and 5A of para A of part A of Schedule III of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended (“SEBI LODR Regulations”) read with SEBI Master Circular No. HO/49/14/14(7)2025-CFD-POD2/I/3762/2026 dated January 30, 2026 by Duke Offshore Limited (“Company”)

Pursuant to the provisions Regulation 30 and 30A read with Clause 5 and 5A of para A of part A of Schedule III of the SEBI LODR Regulations, we wish to inform you that the Company has received an intimation that Mr. Albert Donald Duke (“Seller 1”), Mr. Avik George Duke (“Seller 2”), Ms. Komal Duke (“Seller 3”), being promoters of the Company (“collectively referred to as Sellers”), have executed a Share Purchase Agreement (“SPA”) dated 11th June, 2026 with Aspect Global Ventures Private Limited (“Acquirer”) (CIN: U64990MH2017PTC301477) for the sale of an aggregate of 69,59,800 (Sixty Nine Lakhs Fifty Nine Thousand and Eight Hundred) fully paid-up equity shares of face value of Rs. 10/- (Rupees Ten) each, constituting 70.61% (Seventy Point Sixty One Percent) of the existing voting share capital of the Company, at a price of Rs. 30/- (Rupees Thirty Only) per equity share (“Proposed Transaction”).

The Proposed Transaction is subject to certain conditions as set out in the SPA. Further, pursuant to execution of the SPA, the Acquirers are required to make an Open Offer to the public shareholders of the Company in terms of the applicable provisions of the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011. The disclosures in accordance with SEBI LODR Regulations read with SEBI Master Circular no. HO/49/14/14(7)2025-CFD-POD2/I/3762/2026 dated January 30, 2026, are attached hereto as “Annexure A”.

Kindly take the above information on record.

Yours sincerely,

For Duke Offshore Limited


Avik George Duke
Managing Director
DIN: 2613056

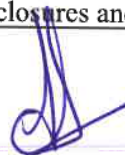


ANNEXURE – A

Disclosure under Regulation 30 and 30A read with Clause 5 and 5A of para A of part A of Schedule III of the SEBI LODR Regulations read with SEBI Master Circular No. HO/49/14/14(7)2025-CFD-POD2/I/3762/2026 dated January 30, 2026 by the Company

Sr. No.	Particulars	Description
1.	<p>If the listed entity is a party to the agreement:</p> <p>i. Details of counterparties (including name and relationship with the listed entity);</p>	<p>Yes, the listed entity, i.e., the Company is a party to the SPA.</p> <p>The Share Purchase Agreement (“SPA”) dated 11th June, 2026 was entered into by/ between the following parties:</p> <ol style="list-style-type: none"> 1. Mr. Albert Donald Duke (“Seller 1”), Mr. Avik George Duke (“Seller 2”), and Ms. Komal Duke (“Seller 3”) (“Sellers”), are the promoters of the Company as on the date of execution of SPA and; 2. Aspect Global Ventures Private Limited (“Acquirer”) (CIN: U64990MH2017PTC301477) 3. Duke Offshore Limited (“Target Company”) (CIN: L45209MH1985PLC038300) <p>Acquirer is neither a related party nor holding any shares in the Company as on the date of execution of SPA i.e. June 11th, 2026.</p>
2.	<p>If listed entity is not a party to the agreement,</p> <ol style="list-style-type: none"> i. name of the party entering into such an agreement and the relationship with the listed entity; ii. details of the counterparties to the agreement (including name and relationship with the listed entity); iii. date of entering into the agreement. 	<p>Not Applicable (Refer to the point 1 above)</p>
3.	<p>Purpose of entering into the agreement</p>	<p>To sell 69,59,800 (Sixty Nine Lakh Fifty Nine Thousand and Eight Hundred) equity shares held by the Sellers, representing 70.61% (Seventy Point Sixty One percent) of the total existing voting equity share capital of the company, to the Acquirers, pursuant to SPA.</p>
3.	<p>Shareholding, if any, in the entity with whom the agreement is executed</p>	<p>The Sellers do not hold any shares in the Acquirer and vice versa.</p>
4.	<p>Significant terms of the agreement (in brief) special rights like right to appoint directors, subscription in case of issuance of Shares, right to</p>	<ol style="list-style-type: none"> 1. Under the Agreement, the Sellers have agreed to sell and transfer, and the Acquirer has agreed to purchase and acquire from the Sellers, the Sale Shares, subject to compliance with the provisions of the SEBI (SAST) Regulations. 2. The execution and delivery of the Agreement by the Sellers, the performance by them of their obligations under the Agreement

<p>restrict any change in capital structure etc.</p>	<p>and change in control and management of the Company contemplated after consummation of the transactions recorded in the Agreement.</p> <p>3. The parties may act upon this agreement only after the expiry of twenty one working days from the date of detailed public statement.</p> <p>4. On the Closing Date the following acts shall be done or performed or caused to be done or performed simultaneously as under:</p> <ul style="list-style-type: none">(i) The Sellers shall take all such steps as may be necessary to ensure that transfer of shares from their respective Demat accounts is processed and the shares are transferred to the Acquirer.(ii) The Sellers shall cause the Company to convene a meeting of its Board, at which meeting, the Board of the Company shall;<ul style="list-style-type: none">• approve and cause the name of the Acquirer to be entered in the register of members and other statutory registers of the Company as the registered and beneficial owner/ holder of the Sale Shares;• approve the names of the persons who will be appointed as the authorized signatories of the Company's bank accounts and ensure the removal of the existing authorized signatories of the Company's bank accounts;(iii) undertake such other actions as may be required under the articles of association of the Company or under any Applicable Laws necessary for the fulfilment of obligations stipulated under this Agreement;(iv) to take note of the resignations tendered by the existing Directors, and appointment of Acquirer nominees as new directors and file all the necessary forms and resolutions for the same with the registrar of companies in accordance with the Applicable Law;(v) approve the appointment of such number of independent directors on the Board so as to ensure that the Company is in compliance with Applicable Law;(vi) make appropriate filings to the relevant Stock Exchanges as required under the Insider Trading Regulations and the SEBI SAST Regulations, i.e. disclosures pertaining to:(vii) transfer of Sale Shares by the Sellers, in accordance with regulation 7(2)(a) of the Insider Trading Regulations; and disposal of Sale Shares by the Sellers pursuant to the proposed transaction, in accordance with Regulation 29(2) of the SAST Regulations; <p>5. The purchase price shall be Rs. 30/- (Indian Rupees Thirty Only) per Sale Share to be paid by the Acquirer to the Sellers ("Purchase Price").</p> <p>6. The Acquirer shall, and shall procure that the Company shall, undertake all actions, filings, disclosures and corporate approvals</p>
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		<p>required under applicable law, including Regulation 31A(10) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, to effect such reclassification. Upon Closing, the Sellers shall cease to exercise control over the Company, and the Parties shall cooperate in good faith to complete the reclassification in accordance with applicable law</p>
5.	<p>extent and the nature of impact on management or control of the listed entity;</p>	<ol style="list-style-type: none"> 1. The execution and delivery of the Agreement by the Sellers, the performance by them of their obligations under the Agreement and change in control and management of the Company contemplated after consummation of the transactions recorded in the Agreement. 2. The parties may act upon this agreement only after the expiry of twenty-one working days from the date of detailed public statement. 3. On the Closing Date the following acts shall be done or performed or caused to be done or performed simultaneously as under: <ol style="list-style-type: none"> i. The Sellers shall take all such steps as may be necessary to ensure that transfer of shares from their respective Demat accounts is processed and the shares are transferred to the Acquirer. ii. The Sellers shall cause the Company to convene a meeting of its Board, at which meeting, the Board of the Company shall; <ul style="list-style-type: none"> • approve and cause the name of the Acquirer to be entered in the register of members and other statutory registers of the Company as the registered and beneficial owner/ holder of the Sale Shares; • approve the names of the persons who will be appointed as the authorized signatories of the Company's bank accounts and ensure the removal of the existing authorized signatories of the Company's bank accounts; iii. undertake such other actions as may be required under the articles of association of the Company or under any Applicable Laws necessary for the fulfilment of obligations stipulated under this Agreement; iv. to take note of the resignations tendered by the existing Directors, and appointment of Acquirer nominees as new directors and file all the necessary forms and resolutions for the same with the registrar of companies in accordance with the Applicable Law; v. approve the appointment of such number of independent directors on the Board so as to ensure that the Company is in compliance with Applicable Law; vi. make appropriate filings to the relevant Stock Exchanges as required under the Insider Trading Regulations and the SEBI SAST Regulations, i.e. disclosures pertaining to:



		<p>4. transfer of Sale Shares by the Sellers, in accordance with regulation 7(2)(a) of the Insider Trading Regulations; and disposal of Sale Shares by the Sellers pursuant to the proposed transaction, in accordance with Regulation 29(2) of the SAST Regulations;</p> <p>5. Upon Closing, the Sellers shall cease to exercise control over the Company, and the Parties shall cooperate in good faith to complete the reclassification in accordance with applicable law and shall not:</p> <ol style="list-style-type: none"> i. directly or indirectly exercise control over the Company; ii. have any special rights in the Company through formal or informal arrangements; iii. have any representation on the Board of Directors of the Company; or iv. act as a key managerial personnel of the Company, <p>in each case, except as may be permitted under applicable law.</p>
6.	<p>details and quantification of the restriction or liability imposed upon the listed entity;</p>	<p>During the currency of this Agreement and pending completion, the Sellers hereby undertakes and covenants to the Acquirers that they shall not cause the company to:</p> <ol style="list-style-type: none"> i. Sell or dispose of or agree to sell or dispose of the Sale Shares to any other person; ii. Create any encumbrance in respect of the Sale Shares; iii. Acquire or subscribe to any further shares of the Company; <p>During the currency of this Agreement and pending completion, the Sellers undertake and covenant to the Acquirers that they shall not cause the company to:</p> <ol style="list-style-type: none"> i. Undertake any new project or business or alter or close any existing business of the Company; ii. Alter, whether by way of reduction or increase or otherwise, the authorised or issued share capital of the Company; iii. Issue any debentures or warrants or other securities of the Company, whether or not convertible into shares; iv. Sell, transfer or otherwise dispose any immoveable property or other assets or property of the Company, except as required in ordinary course of operations; v. Assume, guarantee or in any manner become directly or contingently liable for the obligations of any third party; vi. Make any loans or grant any credit to any person except with specific written permission of Acquirers; vii. Incur any further indebtedness, whether by way of loans or otherwise except working capital finance or credit obtained from banks in the ordinary course of business; viii. Alter its Memorandum and Articles of Association; ix. Effect any scheme of amalgamation, arrangement or re-organization in relation to the Company; x. Declare or pay any dividends on its shares;



		<p>xi. Create any fresh encumbrances on any of the properties or assets of the Company;</p> <p>xii. Enter into any transaction, which may have material adverse effect on the net worth of the Company;</p>
7.	whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;	<p>The Sellers are the Promoters of the Company.</p> <p>None of the Acquirers form part of the promoter/promoter group/group companies of the Company and are not related to the promoter/promoter group/group companies of the Company.</p>
8.	whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length";	No, the aforesaid transaction is not a related part transaction.
9.	in case of issuance of shares to the parties, details of issue price, class of shares issued;	Not Applicable, as there are no shares being issued as part of the transaction.
8.	Any other disclosures related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc.	<p><u>As defined in the SPA</u></p> <p>On the Closing Date the following acts shall be done or performed or caused to be done or performed simultaneously as under:</p> <ol style="list-style-type: none"> i. The Sellers shall take all such steps as may be necessary to ensure that transfer of shares from their respective Demat accounts is processed and the shares are transferred to the Acquirer. ii. The Sellers shall cause the Company to convene a meeting of its Board, at which meeting, the Board of the Company shall; <ul style="list-style-type: none"> • approve and cause the name of the Acquirer to be entered in the register of members and other statutory registers of the Company as the registered and beneficial owner/holder of the Sale Shares; • approve the names of the persons who will be appointed as the authorized signatories of the Company's bank accounts and ensure the removal of the existing authorized signatories of the Company's bank accounts; iii. undertake such other actions as may be required under the articles of association of the Company or under any Applicable Laws necessary for the fulfilment of obligations stipulated under this Agreement; iv. to take note of the resignations tendered by the existing Directors, and appointment of Acquirer nominees as new directors and file all the necessary forms and resolutions for the same with the registrar of companies in accordance with the Applicable Law; v. approve the appointment of such number of independent directors on the Board so as to ensure that the Company is in compliance with Applicable Law;

		<ul style="list-style-type: none"> vi. make appropriate filings to the relevant Stock Exchanges as required under the Insider Trading Regulations and the SEBI SAST Regulations, i.e. disclosures pertaining to: vii. transfer of Sale Shares by the Sellers, in accordance with regulation 7(2)(a) of the Insider Trading Regulations; and disposal of Sale Shares by the Sellers pursuant to the proposed transaction, in accordance with Regulation 29(2) of the SAST Regulations;
9.	<p>In case of rescission, amendment or alteration, listed entity shall disclose additional details to the stock exchange(s):</p> <ul style="list-style-type: none"> a. name of parties to the agreement b. nature of the agreement c. date of execution of the agreement d. details and reasons for amendment or alteration and impact thereof (including impact on management or control and on the restriction or liability quantified earlier); e. reasons for rescission and impact thereof (including impact on management or control and on the restriction or liability quantified earlier). 	Not applicable

