

3 November 2017

Australian Securities Exchange
Level 40, Central Park
152-158 St Georges Terrace
Perth WA 6000

Dear Sir/Madam

India Resources Limited (Administrator Appointed)
ACN 121 339 704
ASX: IRL
(Company)

I refer to the appointment of Vaughan Strawbridge and me as Joint and Several Administrators of the Company on 2 June 2017. On 20 September 2017 Vaughan Strawbridge ceased to be an Administrator of the Company.

On 21 October 2017 the Company entered into a binding heads of terms with AvidSys Pty Limited (**AvidSys** or **Proponent**) in respect of the sale of all of the issued capital in the Company's subsidiary, India Resources (Holdings) Pty Ltd (**IRHPL**) (**Transaction**).

By mutual consent, AvidSys and the Company have elected not to continue with the Transaction.

Notwithstanding, AvidSys has proposed a Deed of Company Arrangement (**DOCA**) which will be put to the Company's creditors at the second meeting of creditors to be held on Friday, 10 November 2017 pursuant to section 439A of the Corporations Act 2001 (Cth). A summary of the terms of the DOCA are as follows:

1. The payment of either \$392,500 (if point 2 below is achieved), or \$432,500 (if point 2 below is not achieved) on an irrevocable, non-refundable basis by the Proponent to the Administrator at Completion of the DOCA. The Proponent has already paid \$27,500 representing the Company's Australian Securities Exchange listing fee which is in addition to the abovementioned amounts
2. Within 4 weeks (or such longer date as otherwise agreed between the Proponent and the then Deed Administrator) of the Proponent obtaining written approval that it or its nominated/related entities have been awarded or are a party to (i.e. as a subcontractor, joint venture partner, other arrangement) a tender by Hindustan Copper Limited (**HCL**), a state owned company incorporated in India, to undertake contract mining works at the Surda Copper Mine, located in Jharkhand province, India, in accordance with HCL tender H17011 (**Tender**) or equivalent, or the Proponent otherwise waiving this condition, the Proponent will:
 - Distribute to former employees of the Company residing in India on an irrevocable, non-refundable basis, an amount capped at \$2.2m (on a pro-rata basis, but estimated to be equivalent to 100 cents in the dollar for entitlements that would be considered a priority in accordance with Section 556 of the Act)
 - Enter into a Deed of Assignment (or equivalent agreement) with Axis Bank Limited (**Axis**) to assign or purchase the debt owed by the Company to Axis for consideration of \$1m
 - Enter into a Deed of Assignment (or equivalent agreement) with unsecured creditors domiciled in India to purchase their debts for a combined consideration of \$350k with the funds to be applied as follows:
 - For creditors whose debts are less than \$2k, 100 cents in the dollar
 - For creditors whose debts are greater than \$2k, a payment of \$2k for each creditor
3. Approval at a shareholders' meeting of consolidation of the Company's existing securities at a ratio of 400:1 with the Proponent acquiring a 95% shareholding in the Company

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4. Within 5 business days from the satisfaction or waiver by the Proponent and the then Deed Administrator of the conditions precedent, the then Deed Administrator will execute a Creditors' Trust Deed under which the Trust Fund shall be constituted by any funds held by the Deed Administrator. This will enable:
 - Payment of the Administrator's, Deed Administrator's and Trustee's remuneration and the Administrators, Deed Administrators and Trustees' liabilities, expenses and disbursements
 - Payment to beneficiaries of the Trust (formerly IRL creditors) as follows:
 - Firstly, in respect to priority creditors in accordance with section 556 of the Act. If point 2 above is achieved the Indian domiciled priority creditors will not participate.
 - Secondly, Australian domiciled unsecured creditors.

For all media enquiries, please contact Simon Rushton of Deloitte on (02) 9322 5562. We will otherwise provide all relevant updates directly to the market as soon as possible and continue to request that shareholders refrain from contacting our office at this time.

Yours faithfully

Jason Tracy
Administrator