

Bonhams¹⁷⁹³
& GOODMAN

MG Rover
Administrator's
Auction

**Information
Package**

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	Recommended prices for NSW as at 12/02/05	

I Catalogue

With amendments as at

Friday 10 June 2005

MG Rover Administrator's Auction

**183 cars to be offered simultaneously
in 5 cities, Monday 13 June
at 6pm (EST)**

Under instructions from Peter Marsden And David Kerr of
RSM Bird Cameron Partners as the Administrators of Motor
Group Australia Pty Limited, (Administrators Appointed).

Samples of most models at each venue

Sydney

Royal Hall of Industries, Moore Park (near Fox Studios)
at 6pm

Melbourne

Former Dutton's Showroom, 525 Church Street, Richmond
at 6pm

Brisbane

Metro Central, cnr. Wickham & Warren Streets,
Fortitude Valley
at 6pm

Adelaide

BRUCE'S AUCTIONS

444 Pulteney Street
at 5.30pm

Perth

174 Stirling Highway, Nedlands
at 4pm

All National Enquiries:

(02) 9327 9905
or rohan.hawthorn@bonhams.com

Public Viewing at all venues

Friday 10 June 12 noon to 7pm
Saturday & Sunday 11 & 12 June 10am to 4pm
Monday 13 June from 10am



**MG TF 160 Spark Manual Convertible (New)
Complied 2005 (built 04)**



Lot	Location	Model	Vin No.	Exterior	Interior	Extras
1	Syd	MG TF 160 Spark Manual	SARRDLBPC5D637730	Nocturne Blue	Champagne Leather	Wood trim, premium leather, tan cockpit, MG valve caps, momo gear knob
2	Syd	MG TF 160 Spark Manual	SARRDLBPC5D637724	Glacier	Black Blue Leather	Ash cockpit
3	Syd	MG TF 160 Spark Manual	SARRDLBPC5D637727	Glacier	Black Blue Leather	Ash cockpit
4	Syd	MG TF 160 Spark Manual	SARRDLBPC5D638051	Glacier	Black Blue Leather	Ash cockpit
5	Syd	MG TF 160 Spark Manual	SARRDLBPC5D638052	Glacier	Black Blue Leather	Ash cockpit
6	Syd	MG TF 160 Spark Manual	SARRDLBPC5D638254	Glacier	Black Blue Leather	Ash cockpit
7	Syd	MG TF 160 Spark Manual	SARRDLBPC5D638173	Glacier	Black Blue Leather	Ash cockpit
8	Melbourne	MG TF 160 Spark Manual	SARRDLBPC5D638050	Glacier	Black Blue Leather	Ash cockpit
9	Adel	MG TF 160 Spark Manual	SARRDLBPC5D638065	Glacier	Black Blue Leather	Ash cockpit
10	Mel	MG TF 160 Spark Manual	SARRDLBPC5D638149	Glacier	Black Blue Leather	Ash cockpit

**MG TF 160 Manual Convertible (New)
Complied 2005 (built 04)**

Lot	Location	Model	Vin No.	Exterior	Interior	Extras
11	Syd	MG TF 160 Manual	SARRDLBPC5D634062	Goodwood Green	Alpaca & Tan Leather	Tan cockpit
12	Syd	MG TF 160 Manual	SARRDLBPC4D634376	Xpower Grey	Alpaca & Tan Leather	Tan cockpit
13	Syd	MG TF 160 Manual	SARRDLBPC5D637143	Goodwood Green	Alpaca & Tan Leather	Tan cockpit
14	Syd	MG TF 160 Manual	SARRDLBPC5D637265	Xpower Grey	Black & Black Leather	Ash cockpit
15	Syd	MG TF 160 Manual	SARRDLBPC5D638651	Xpower Grey	Black & Black Leather	Ash cockpit
16	Mel	MG TF 160 Manual	SARRDLBPC4D634373	Xpower Grey	Alpaca & Tan Leather	Tan cockpit
17	Mel	MG TF 160 Manual	SARRDLBPC5D633998	Goodwood Green	Alpaca & Tan Leather	Tan cockpit
18	Mel	MG TF 160 Manual	SARRDLBPC5D637152	Goodwood Green	Alpaca & Tan Leather	Tan cockpit

**Rover 75 Diesel Luxury Automatic Station Wagon (New)
Complied 2005 (built 04)**

Lot	Location	Model	Vin No.	Exterior	Interior	Extras
19	Syd	Rover Luxury Station Wagon Automatic	SARRJSTHK5D343960	Platinum Gold	Beige Leather	

**Rover 75 Connoisseur Luxury Automatic Station Wagon (As New)
Complied 2004 (built 01)**

Lot	Location	Model	Vin No.	Exterior	Interior	Extras
20	Syd	Rover Connoisseur Station Wagon Automatic	SARRJZTLM2D224555	Wedgewood Blue	Beige Leather	

**Rover 75 Connoisseur Luxury Automatic Station Wagon (Used)
Complied 2004 (built 01)**

Lot	Location	Model	Reg No.	Bld Mth	Kms approx	Exterior	Interior	Extras
21	Syd	Rover Connoisseur Station Wagon Automatic	NXF645	10/10/2001	28,302	Royal Blue	Beige Leather	Sat Nav/Colour TV

**Rover 75 Club Facelift Luxury Automatic Saloon (New)
Complied 2005 (built 04)**

Lot	Location	Model	Vin No.	Exterior	Interior	Extras
22	Bris	Rover Club Facelift Automatic	SARRJSLM5D331020	Starlight Silver	Beige Leather	
23	Syd	Rover Club Facelift Automatic	SARRJSLM5D332216	Royal Blue	Beige Leather	[Complied 2004]
24	Mel	Rover Club Facelift Automatic	SARRJSLM5D332444	Dover White	Beige Leather	
25	Perth	Rover Club Facelift Automatic	SARRJSLM5D332520	Tempest Grey	Beige Leather	
26	Syd	Rover Club Facelift Automatic	SARRJSLM5D332536	Starlight Silver	Beige Leather	
27	Syd	Rover Club Facelift Automatic	SARRJSLM5D332539	Starlight Silver	Beige Leather	
28	Syd	Rover Club Facelift Automatic	SARRJSLM5D333078	Black Pearl	Beige Leather	
29	Syd	Rover Club Facelift Automatic	SARRJSLM5D332525	Starlight Silver	Beige Leather	
30	Syd	Rover Club Facelift Automatic	SARRJSLM5D332961	Black Pearl	Beige Leather	
31	Mel	Rover Club Facelift Automatic	SARRJSLM5D332448	Starlight Silver	Beige Leather	
32	Bris	Rover Club Facelift Automatic	SARRJSLM5D339100	Royal Blue	Beige Leather	Factory Sat Nav
33	Bris	Rover Club Facelift Automatic	SARRJSLM5D339695	Platinum Gold	Beige Leather	Factory Sat Nav
34	Perth	Rover Club Facelift Automatic	SARRJSLM5D339043	Black Pearl	Beige Leather	Factory Sat Nav
35	Syd	Rover Club Facelift Automatic	SARRJSLM5D339557	Starlight Silver	Beige Leather	Factory Sat Nav
36	Syd	Rover Club Facelift Automatic	SARRJSLM5D339600	British Racing Green	Beige Leather	Factory Sat Nav
37	Syd	Rover Club Facelift Automatic	SARRJSLM5D339602	Starlight Silver	Beige Leather	Factory Sat Nav
38	Syd	Rover Club Facelift Automatic	SARRJSLM5D339715	Platinum Gold	Beige Leather	Factory Sat Nav
39	Syd	Rover Club Facelift Automatic	SARRJSLM5D339479	Dover White	Beige Leather	Factory Sat Nav

MG TF Body style (160 wheels fitted)



MG TF 120 Spark

Limited Edition Automatic Convertible

Engine: All alloy 4 in line
Capacity: 1796 cc twin overhead cam
Maximum power: 88kW @ 5500rpm
Performance: 0-100 kmh 10.2 secs.
Top speed 190kmh
Safety: Driver & passenger airbags
Security: Remote central locking and security immobilizer
Features: Unique blue roof, external bright trim, wind deflector, 15" square spoke alloy wheels, hood cover, front fog lights, air conditioning, power windows & CD radio.

MG TF 120

Automatic Convertible

Engine : All alloy 4 in line
Capacity: 1796 cc twin overhead cam
Maximum power: 88kW @ 5500rpm
Performance: 0-100 kmh 10.2 secs.
Top speed 190kmh
Safety: Driver & passenger airbags
Security: Remote central locking and security immobilizer
Features: 16" square spoke alloy wheels with space saver spare, hood cover, front fog lights, air conditioning, power windows & CD radio.

MG TF (Ash interior)



MG TF 135 1.8

Manual Convertible

Engine : All alloy 4 in line
Capacity: 1796 cc twin overhead cam
Maximum power: 100kW @ 6750rpm
Performance: 0-100 kmh 8.8 secs.
Top speed 205kmh
Safety: Driver & passenger airbags
Security: Remote central locking and security immobilizer
Features: 16" square spoke alloy wheels with space saver spare, hood cover, front fog lights, air conditioning, power windows & CD radio.

MG TF (Beige interior)



MG TF 160

Spark Manual Convertible

Engine : All alloy 4 in line
Capacity: 1796 cc twin overhead cam
Maximum power: 118kW @ 6900rpm
Performance: 0-100 kmh 7.8 secs.
Top speed 220kmh
Safety: Driver & passenger airbags
Security: Remote central locking and security immobilizer
Features: External bright trim, unique blue roof, 16" eleven-spoke sports wheels, hood cover, wind deflector, sport suspension, uprated brake package, front fog lights, air conditioning, power windows & CD radio.

MG TF 160

Manual Manual Convertible

Engine : All alloy 4 in line
Capacity: 1796 cc twin overhead cam
Maximum power: 118kW @ 6900rpm
Performance: 0-100 kmh 7.8 secs.
Top speed 220kmh
Safety: Driver & passenger airbags
Security: Remote central locking and security immobilizer
Features: External bright trim, uprated brake package, 16" eleven-spoke sports wheels, hood cover, sport suspension, front fog lights, air conditioning, power windows & CD radio.

MG TF Body style



40	Syd	Rover Club Facelift Automatic	SARRJLLM5D342849	Ski Blue	Beige Leather	Factory Sat Nav
41	Mel	Rover Club Facelift Automatic	SARRJLLM5D339868	Black Pearl	Beige Leather	Factory Sat Nav
42	Mel	Rover Club Facelift Automatic	SARRJLLM5D342833	Ski Blue	Beige Leather	Factory Sat Nav
43	Bris	Rover Club Facelift Automatic	SARRJLLM5D342231	Platinum Gold	Beige Leather	Factory Sat Nav
44	Syd	Rover Club Facelift Automatic	SARRJLLM5D342093	Black Pearl	Beige Leather	Factory Sat Nav
45	Syd	Rover Club Facelift Automatic	SARRJLLM5D342201	Dover White	Beige Leather	Factory Sat Nav
46	Syd	Rover Club Facelift Automatic	SARRJLLM5D342225	Platinum Gold	Beige Leather	Factory Sat Nav
47	Syd	Rover Club Facelift Automatic	SARRJLLM5D342613	British Racing Green	Beige Leather	Factory Sat Nav
48	Syd	Rover Club Facelift Automatic	SARRJLLM5D341683	Tempest Grey	Beige Leather	Factory Sat Nav
49	Mel	Rover Club Facelift Automatic	SARRJLLM5D342234	Platinum Gold	Beige Leather	Factory Sat Nav
50	Mel	Rover Club Facelift Automatic	SARRJLLM5D342496	Black Pearl	Beige Leather	Factory Sat Nav
51	Mel	Rover Club Facelift Automatic	SARRJLLM5D342228	Platinum Gold	Beige Leather	Factory Sat Nav
52	Syd	Rover Club Facelift Automatic	SARRJLLM5D344176	Tempest Grey	Beige Leather	Factory Sat Nav
53	Syd	Rover Club Facelift Automatic	SARRJLLM5D344189	Platinum Gold	Beige Leather	Factory Sat Nav
54	Syd	Rover Club Facelift Automatic	SARRJLLM5D344377	Black Pearl	Beige Leather	Factory Sat Nav
55	Adel	Rover Club Facelift Automatic	SARRJLLM5D344124	Platinum Gold	Beige Leather	Factory Sat Nav

**Rover 75 Club Facelift Luxury Automatic Saloon (Used)
Complied 2004 (built 04)**

Lot	Location	Model	Reg No.	Bld Mth	Krms	Exterior	Interior	Extras
56	Syd	Rover Club Facelift Automatic	NXF82B	5/5/2004	10,988	Black Pearl	Beige Leather	

**MG TF 120 Spark Limited Edition Automatic Convertible (New)
Complied 2005 (built 04)**

Lot	Location	Model	Vin No.	Exterior	Interior	Extras
57	Bris	MG TF 120 Spark Automatic	SARRDWBGJ5D638540	Nocturne Blue	Champagne Leather	Tan cockpit
58	Syd	MG TF 120 Spark Automatic	SARRDWBGJ5D638561	Glacier	Black Blue Leather	Ash cockpit
59	Syd	MG TF 120 Spark Automatic	SARRDWBGJ5D637475	Nocturne Blue	Champagne Leather	Tan cockpit
60	Syd	MG TF 120 Spark Automatic	SARRDWBGJ5D638053	Glacier	Black Blue Leather	Ash cockpit
61	Mel	MG TF 120 Spark Automatic	SARRDWBGJ5D638167	Glacier	Black Blue Leather	Ash cockpit
62	Mel	MG TF 120 Spark Automatic	SARRDWBGJ5D638171	Glacier	Black Blue Leather	Ash cockpit

**MG TF 120 Automatic Convertible (New)
Complied 2005 (built 04)**

Lot	Location	Model	Vin No.	Exterior	Interior	Extras
63	Syd	MG TF 120 Automatic	SARRDWBGJ4D634283	Black Pearl	Black Daytona (half Leather)	Ash cock
64	Syd	MG TF 120 Automatic	SARRDWBGJ5D637207	Black Pearl	Black Daytona (half Leather)	Ash cockpit
65	Syd	MG TF 120 Automatic	SARRDWBGJ5D637264	Xpower Grey	Black Daytona (half Leather)	Ash cockpit
66	Syd	MG TF 120 Automatic	SARRDWBGJ4D634365	Xpower Grey	Alpaca & Tan Leather	Tan cockpit
67	Mel	MG TF 120 Automatic	SARRDWBGJ4D629349	Solar Red	Light Tan Daytona (half Leather)	Tan cockpit
68	Mel	MG TF 120 Automatic	SARRDWBGJ4D634284	Black Pearl	Black Daytona (half Leather)	Ash cockpit
69	Mel	MG TF 120 Automatic	SARRDWBGJ5D634057	Black Pearl	Light Tan Daytona (half Leather)	Tan cockpit
70	Mel	MG TF 120 Automatic	SARRDWBGJ4D634361	Goodwood Green	Light Tan Daytona (half Leather)	Tan cockpit
71	Mel	MG TF 120 Automatic	SARRDWBGJ5D637217	Black Pearl	Black & Black Leather (half Leather)	Ash cockpit
72	Mel	MG TF 120 Automatic	SARRDWBGJ4D634370	Xpower Grey	Black & Black Leather (half Leather)	Ash cockpit
73	Mel	MG TF 120 Automatic	SARRDWBGJ5D637179	Goodwood Green	Alpaca & Tan Leather	Tan cockpit

**Rover 75 Diesel Luxury Automatic Saloon (New)
Complied 2005 (built 04)**

Lot	Location	Model	Vin No.	Exterior	Interior	Extras
74	Bris	Rover Automatic	SARRJLHK5D341562	Platinum Gold	Beige Leather	
75	Bris	Rover Automatic	SARRJLHK5D341794	Royal Blue	Beige Leather	
76	Bris	Rover Automatic	SARRJLHK5D342380	Black Pearl	Beige Leather	
77	Bris	Rover Automatic	SARRJLHK5D342384	Platinum Gold	Beige Leather	
78	Perth	Rover Automatic	SARRJLHK5D342856	British Racing Green	Beige Leather	
79	Syd	Rover Automatic	SARRJLHK5D340010	Royal Blue	Beige Leather	
80	Syd	Rover Automatic	SARRJLHK5D340334	Platinum Gold	Beige Leather	
81	Syd	Rover Automatic	SARRJLHK5D340349	Platinum Gold	Beige Leather	
82	Syd	Rover Automatic	SARRJLHK5D340507	Platinum Gold	Beige Leather	
83	Syd	Rover Automatic	SARRJLHK5D340440	Starlight Silver	Beige Leather	
84	Syd	Rover Automatic	SARRJLHK5D341585	Black Pearl	Beige Leather	
85	Syd	Rover Automatic	SARRJLHK5D341645	Royal Blue	Beige Leather	
86	Syd	Rover Automatic	SARRJLHK5D341724	Royal Blue	Beige Leather	
87	Syd	Rover Automatic	SARRJLHK5D342086	Platinum Gold	Beige Leather	
88	Syd	Rover Automatic	SARRJLHK5D342382	Black Pearl	Beige Leather	
89	Syd	Rover Automatic	SARRJLHK5D342393	Platinum Gold	Beige Leather	

Rover 75 Facelift (Classic wheels fitted)



Rover 75

**Club Facelift Luxury Automatic Saloon
(with up dated headlight feature)**

Engine: Aluminum alloy construction.
Transverse V6 layout. Variable intake system.
Capacity: 2.5 litre Quad Cam V6.
Maximum power: 130kW @ 6500rpm
Performance: 0-100 kmh 9.5 secs. Top speed 215kmh
Safety: Front side & roof airbags (6 in total)
Security: Remote central locking and security immobilizer
Features: 16" forged spoke alloy wheels, electric sunroof, climate control air conditioning, leather trim, trip computer, electric memory seats, power windows and CD radio.

Rover 75 Connoisseur SE interior
(beige with TV)



**Rover 75 Diesel Facelift
Luxury Automatic Saloon**

Engine: Aluminium alloy construction.
Transverse 4 cylinder. Intercooled turbo with common rail direct injection.
Capacity: 2.0 Cdti DOHC 16 valve.
Maximum power: 95kW @ 3500 rpm
Performance: 0-100 kmh 11.4 secs. Top speed 190kmh
Safety: Front side & roof airbags (6 in total)
Security: Remote central locking and security immobilizer
Fuel economy 6.9 litres per 100km
Features: Cruise control, dual zone ATC air conditioning, Trip computer, leather seats, 16" spoke alloy wheels, ABS brakes, steering wheel mounted audio controls, folding rear seat, power windows and mirrors, CD radio.

Wagon features: (as above) plus, 1200 litres flexible loadspace, 60:40 split rear seat, 2060mm flat cargo capacity, under rear floor stowage, roller security mesh, twin roof rails.

Rover 75 Diesel Facelift Station Wagon



**Rover 75 Classic Facelift
Luxury Automatic Saloon**

Engine: Aluminum alloy construction.
Transverse V6 layout. Variable intake system.
Capacity: 2.5 litre Quad Cam V6.
Maximum power: 130kW @ 6500rpm
Performance: 0-100 kmh 9.5 secs. Top speed 215kmh
Safety: Front side & roof airbags (6 in total)
Security: Remote central locking and security immobilizer
Features: 16" 7 spoke alloy wheels, dual zone air conditioning, cruise control, ABS brakes, steering wheel mounted audio controls, power windows and mirror CD radio.

**Rover 75 Connoisseur SE
Luxury Automatic Saloon & Station Wagon**

Engine: Aluminum alloy construction.
Transverse V6 layout. Variable intake system.
Capacity: 2.5 litre Quad Cam V6.
Maximum power: 130kW @ 6500rpm
Performance: 0-100 kmh 9.5 secs. Top speed 215kmh
Safety: Front side & roof airbags (6 in total)
Security: Remote central locking and security immobilizer
Features: 17" star-spoke alloy wheels, in-dash TV monitor, satellite navigation, heated front seats, rear parking sensors, wood trimmed steering wheel, dual zone air conditioning, cruise control, ABS brakes, steering wheel mounted audio controls, power windows and mirror, CD radio.

Rover 75 Facelift Luxury Saloon
Satellite navigation (where fitted)



90	Syd	Rover Automatic	SARRJSLHK5D341891	Platinum Gold	Beige Leather	
91	Syd	Rover Automatic	SARRJSLHK5D342192	Starlight Silver	Beige Leather	
92	Syd	Rover Automatic	SARRJSLHK5D342985	Tempest Grey	Beige Leather	
93	Syd	Rover Automatic	SARRJSLHK5D342394	Platinum Gold	Beige Leather	
94	Syd	Rover Automatic	SARRJSLHK5D342845	British Racing Green	Beige Leather	
95	Syd	Rover Automatic	SARRJSLHK5D342900	Dover White	Beige Leather	
96	Syd	Rover Automatic	SARRJSLHK5D343292	Ski Blue	Beige Leather	
97	Syd	Rover Automatic	SARRJSLHK5D342921	British Racing Green	Beige Leather	
98	Mel	Rover Automatic	SARRJSLHK5D339858	British Racing Green	Beige Leather	
99	Adel	Rover Automatic	SARRJSLHK5D339837	Royal Blue	Beige Leather	
100	Mel	Rover Automatic	SARRJSLHK5D342210	Tempest Grey	Beige Leather	
101	Mel	Rover Automatic	SARRJSLHK5D342212	Tempest Grey	Beige Leather	
102	Mel	Rover Automatic	SARRJSLHK5D342299	Platinum Gold	Beige Leather	
103	Mel	Rover Automatic	SARRJSLHK5D342442	Platinum Gold	Beige Leather	
104	Mel	Rover Automatic	SARRJSLHK5D342722	Royal Blue	Beige Leather	
105	Mel	Rover Automatic	SARRJSLHK5D342899	Dover White	Beige Leather	
106	Mel	Rover Automatic	SARRJSLHK5D342938	British Racing Green	Beige Leather	
107	Mel	Rover Automatic	SARRJSLHK5D342402	Platinum Gold	Beige Leather	
108	Mel	Rover Automatic	SARRJSLHK5D343090	British Racing Green	Beige Leather	

**Rover 75 Diesel Facelift Luxury Automatic Saloon (Used)
Complied 2004 (built 04)**

Lot	Location	Model	Reg No.	Bld Month	Kms*	Exterior	Interior	Extras
109	Syd	Rover CDTI	NXI00E	5/5/2004	3,830	Starlight Silver	Beige Leather	

**Rover 75 Connoisseur SE Luxury Automatic Saloon [including Colour TV] (Used)
Various compliance and build dates**

Lot	Location	Model	Reg No.	Bld Mth	Kms*	Exterior	Interior	Extras
110	Syd	Rover Connoisseur SE Automatic	AOF35J	1/1/2003	29,700	Starlight Silver	Beige Leather	Factory satellite navigation and colour television, electrically operated seats, 17" alloy wheels, reverse park sensors, rear sunblind
111	Syd	Rover Connoisseur SE Automatic	YCB385	9/9/2001	31,000	Wedgewood Blue	Beige Leather	Factory satellite navigation and colour television, electrically operated seats, 17" alloy wheels, reverse park sensors, rear sunblind
112	Syd	Rover Connoisseur SE Automatic	AC95BO	11/11/2002	32,000	Wedgewood Blue	Beige Leather	Factory satellite navigation and colour television, electrically operated seats, 17" alloy wheels, reverse park sensors, rear sunblind
113	Syd	Rover Connoisseur SE Automatic	AQY85G	8/8/2003	5,600	Royal Blue	Beige Leather	Factory satellite navigation and colour television, electrically operated seats, 17" alloy wheels, reverse park sensors, rear sunblind

**Rover 75 Connoisseur Luxury Automatic Saloon (Used)
Complied 2001 (built 01)**

Lot	Location	Model	Reg No.	Bld Mth	Kms*	Exterior	Interior	Extras
114	Syd	Rover Connoisseur Automatic	AWQ87Z	5/5/2001	112,000	Old English White	Blue Leather	Factory Sat Nav & Colour Television

**Rover 75 Club Luxury Automatic Saloon (Used)
Complied 2003 (built 01)**

Lot	Location	Model	Reg No.	Bld Mth	Kms*	Exterior	Interior	Extras
115	Syd	Rover Club Automatic	NXF82X	10/1/2001	28,334	Raven Black	Ash Leather	

**Rover 75 Classic Luxury Automatic Saloon (Used)
Various compliance and build dates**

Lot	Location	Model	Reg No.	Bld Mth	Kms*	Exterior	Interior	Extras
116	Syd	Rover Classic Automatic	NXI00D	12/12/2002	3,240	Odyssey	Beige Cloth	
117	Syd	Rover Classic Automatic	NXF81W	6/6/2004	17,026	Dover White	Beige Cloth	Facelift Model

MG ZR 3 Door Hatchback



MG ZT 260 Facelift

V8 Manual and Automatic Sports Saloon

Engine: Alloy cylinder head. 90 deg V8 variable Intake System.
Capacity: 4.6 litre V8.
Maximum power: 191kW @ 5000 rpm
Performance: 0-100 kmh 6.3 secs. Top speed 250 kmh
Safety: Driver & passenger airbags (6 in total)
Security: Remote central locking and security immobilizer
Features: 18" Apex alloy wheels, sports seats, electronic traction control, cruise control, electric seat controls, rear lip spoiler, MP3 compatible CD player, front fog lights, electric sunroof, power windows & mirrors, ABS brakes, Dual zone climate control AC reverse parking sensors, trip computer.

MG ZT 260 Facelift

V8 Manual Supercharged Sports Saloon

As above. plus Supercharged tuning kit (producing 268kW) black leather interior,

MG ZT 220s

Supercharged Manual Sports Saloon

Engine: Aluminum Alloy construction. Transverse V6 layout. Variable intake system
Capacity: 2.5 litre V6
Maximum power: 165kW @ 6400 rpm
Performance: 0-100 kmh 7.2 secs. Top speed 227 kmh
Safety: Driver & passenger airbags (6 in total)
Security: Remote central locking and security immobilizer,
Features: 18" alloy wheels, sports leather seats, electric seat controls, cruise control, rear lip spoiler, MP3 compatible CD player, front fog lights, electric sunroof, power windows & mirrors, ABS brakes, Dual zone climate control AC

MG ZT Body Style



MG ZT 180 & 190

Automatic and Manual Facelift Sports Saloon (with Sunroof)

Engine: Aluminum Alloy construction. Transverse V6 layout. Variable intake system
Capacity: 2.5 litre V6
Maximum power: 140 (133) kW @ 6500 rpm
Performance: 0-100 kmh 7.2 (9.0) secs. Top speed 227 kmh
Safety: Driver & passenger airbags (6 in total)
Security: Remote central locking and security immobilizer
Features: 18" alloy wheels, sports leather seats, electric seat controls, cruise control, MP3 compatible CD player, front fog lights, power windows & mirrors, ABS brakes, trip computer, dual zone climate control AC

Interior MG ZR 3 Door Hatchback



MG ZR 160

3 & 5 Door Manual Sports Hatchback

Engine: Aluminum Alloy construction. Transverse 4 Cylinder 16 valve.
Capacity: 1796 cc
Maximum power: 118 kW @ 6900 rpm
Performance: 0-100 kmh 7.5 secs. Top speed 209 kmh
Safety: Driver & passenger airbags
Security: Remote central locking and security immobilizer
Features: Sports body kit, rear spoiler, sports seats, 17" 15 spoke alloy wheels, 6 speaker CD stereo, ABS brakes with EBD, front fog lights.

MG ZS 180 Manual



MG ZS 180 V6

4 Door Manual Sports Saloon

Engine: Aluminum alloy. Quad Cam V6
Capacity: 2497 cc.
Maximum power: 133 kW @ 6500 rpm
Performance: 0-60 kmh 7.3 secs. Top speed 190 kmh
Safety: Front & side airbags
Security: Remote central locking and security immobilizer
Features: Sports body kit, rear spoiler, 17" alloy wheels, ABS brakes with EBD, front fog lights, climate control air conditioning, sports seats, leather trim steering wheel, power windows & mirrors.

Noble M12 GTO 3R Supercar

Lot	Location	Model	Vin No.	Exterior	Interior	Extras
118	Syd	Noble M12 Super Car	SA93MR2M3E113R084	Portofino Blue	Cream and Blue Leather	approx. 500kms covered in testing
119	Syd	Noble M12 Super Car	SA93MR2M3J113R155	Larch Silver	Black Leather	
120	Syd	Noble M12 Super Car	SA93MR2M3K113R159	Titanium	Black Leather	

**MG ZT 260 V8 Manual and Automatic Facelift Sports Saloon (New)
Complied 2005 (built 04)**

Lot	Location	Model	Vin No.	Exterior	Interior	Extras
121	Syd	MG ZT 260 V8 Manual	SARRXXLGB5D000619	Xpower Grey	Black And Gunsmoke	
122	Syd	MG ZT 260 V8 Manual	SARRXXLGB5D000617	Xpower Grey	Black And Gunsmoke	
123	Syd	MG ZT 260 V8 Manual	SARRXXLGB5D000627	Xpower Grey	Black And Gunsmoke	
124	Syd	MG ZT 260 V8 Manual	SARRXXLGB5D000774	Xpower Grey	Black And Gunsmoke	Factory Sat Nav
125	Mel	MG ZT 260 V8 Manual	SARRXXLGB5D000694	Xpower Grey	Black And Gunsmoke	Factory Sat Nav
126	Mel	MG ZT 260 V8 Manual	SARRXXLGB5D000773	Black Pearl	Black And Gunsmoke	Factory Sat Nav
127	Syd	MG ZT 260 V8 Automatic	SARRXXLJ5D000783	Black Pearl	Black Leather	Factory Sat Nav

**MG ZT 260 V8 Manual Supercharged Facelift Sports Saloon (Used)
Complied 2004 (built 04)**

Lot	Location	Model	Reg No.	Bld Month	Kms*	Exterior	Interior	Extras
128	Perth	MG ZT 260 Supercharged Manual	AB73CY	6/6/2004	4,500	Black Pearl	Alcantra	Factory Sat Nav

**MG ZT 260 V8 Manual Facelift Sports Saloon (Used)
Complied 2004 (built 04)**

Lot	Location	Model	Reg No.	Bld Month	Kms*	Exterior	Interior	Extras
129	Syd	MG ZT 260	MGV8	4/4/2004	18,566	Xpower Grey	Alcantra	

**MG ZT 220s Supercharged Manual/Automatic Sports Saloon
Various dates**

Lot	Location	Model	Build month	Vin No.	Exterior	Interior	Extras
130	Syd	MG ZT 220S Manual	3/04	SARRJXLM2D259256	Black	Green Leather	Automatic
131	Lot Vacant						
132	Syd	MG ZT 220S Manual	8/03	SARRJLFF4D305159	Anthracite	Ash Trim/Alcantara	Small lip spoiler, trip computer, CD auto changer

**MG ZT 180 Automatic Facelift Sports Saloon with Sunroof (New)
Complied 2005 (built 04)**

Lot	Location	Model	Vin No.	Exterior	Interior	Extras
133	Bris	MG ZT 180 Facelift Automatic	SARRJXLM5D332276	Starlight Silver	Black Leather	
134	Perth	MG ZT 180 Facelift Automatic	SARRJXLM5D332070	Xpower Grey	Black Leather	
135	Perth	MG ZT 180 Facelift Automatic	SARRJXLM5D340397	Xpower Grey	Black Leather	
136	Syd	MG ZT 180 Facelift Automatic	SARRJXLM5D332230	Xpower Grey	Black Leather	
137	Syd	MG ZT 180 Facelift Automatic	SARRJXLM5D332242	Xpower Grey	Black Leather	
138	Syd	MG ZT 180 Facelift Automatic	SARRJXLM5D332739	Starlight Silver	Black Leather	[Complied 2004]
139	Syd	MG ZT 180 Facelift Automatic	SARRJXLM5D340399	Xpower Grey	Black Leather	
140	Syd	MG ZT 180 Facelift Automatic	SARRJXLM5D341699	Xpower Grey	Black Leather	
141	Syd	MG ZT 180 Facelift Automatic	SARRJXLM5D342051	Xpower Grey	Black Leather	
142	Syd	MG ZT 180 Facelift Automatic	SARRJXLM5D342115	Starlight Silver	Black Leather	
143	Syd	MG ZT 180 Facelift Automatic	SARRJXLM5D345032	Starlight Silver	Black Leather	
144	Syd	MG ZT 180 Facelift Automatic	SARRJXLM5D345084	Xpower Grey	Black Leather	
145	Syd	MG ZT 180 Facelift Automatic	SARRJXLM5D345287	British Racing Green	Black Leather	
146	Mel	MG ZT 180 Facelift Automatic	SARRJXLM5D331779	Goodwood Green	Black Leather	
147	Mel	MG ZT 180 Facelift Automatic	SARRJXLM5D345292	Xpower Grey	Black Leather	
148	Mel	MG ZT 180 Facelift Automatic	SARRJXLM5D343969	Starlight Silver	Black Leather	



The Noble M12 GTO-3R

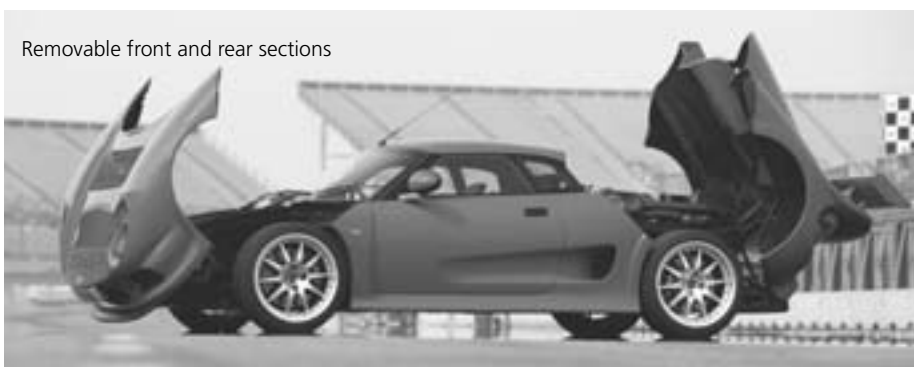
Mixes brutal performance with added style and refinement.

Instantly identifiable by its faired-in bi-xenon headlights and custom built unique ten-spoke alloy wheels, the 3R adds a standard Quaife torque-biasing differential and the latest Getrag six-speed gearbox with closer ratios and a higher top gear. The cabin is fully trimmed in leather and extra soundproofing sadly reduces the magnificent engine noise. It's unrivalled performance of 0-100Kms in 3.7sec coupled with its thrust at 3000rpm fires the supercar forward with a ferocity that literally takes your breath away with adrenalin.

Each Noble has been hand built by a small team of dedicated engineers and craftsmen led by Lee Noble, the celebrated car designer and engineer. Once it has been built each car is thoroughly checked to ensure precision fit and finish of all components over a 59.4 km rigorous road test route.

Information from CAMS indicates that subject to proof of a minimum production of 200 units as stated on the Noble website, and subject to suitable modifications, this supercar should be eligible for racing in the Australian GT Championships. It may also be eligible for the Targa Tasmania and other road rallies held in Australia and abroad.

Engine Construction	All alloy block and heads
Layout	V6 twin turbocharged
Capacity	2968cc
Max Power	262kW@6200 rpm
Max Torque	475 Nm from 3500 to 5000 rpm
Turbochargers	Garrett, max boost at 0.7bar
Body	GRP composite with removable front & rear sections
Chassis	Steel spaceframe with bonded and riveted alloy panels.
Gearbox	Getrag-Ford 6-speed with Quaife Automatic torque-biasing differential
Wheels	Ten-spoke alloys with polished trims
Tyres	Bridgestone Potenza S-03
Performance	0-100km/h 3.7secs
Top speed	274 km/h
	Braking from 97km/h – 38.2metres



Noble shown in Red

Colours available:
Portfino Blue, Larch Silver, Titanium.

Disclosure

The Department of Transport and Regional Services has advised the Administrators that the Noble M12 GTO-3R does not qualify to obtain compliance plates and as a result cannot be registered for use on any public roads in Australia for any purpose. The Noble M12 GTO-3R can be driven on a licensed race track or be publicly displayed. The Buyer of a Noble M12 GTO-3R will be required to sign an acknowledgment with respect to its non-compliance and inability to be used on public roads in Australia for any purpose.

Features: Removable front and rear sections, 10-spoke alloy wheels, rear spoiler, twin bi-xenon headlights, leather Momo steering wheel, full leather interior, air conditioning, engine start button, driver & passenger race harnesses, inertia-reel safety belts, full trimmed safety roll cage, alarm/immobilizer, air conditioning, CD tuner.

**MG ZT 190 Manual Facelift Sports Saloon with Sunroof (New)
Complied 2005 (built 04)**

Lot	Location	Model	Vin No.	Exterior	Interior	Extras
149	Bris	MG ZT 190 Facelift Manual	SARRJLFF5D340376	Xpower Grey	Black Leather	
150	Bris	MG ZT 190 Facelift Manual	SARRJLFF5D342882	Rio Red	Black Leather	
151	Perth	MG ZT 190 Facelift Manual	SARRJLFF5D339972	Starlight Silver	Black Leather	
152	Syd	MG ZT 190 Facelift Manual	SARRJLFF5D339960	Starlight Silver	Black Leather	
153	Syd	MG ZT 190 Facelift Manual	SARRJLFF5D339746	Black Pearl	Black Leather	
154	Syd	MG ZT 190 Facelift Manual	SARRJLFF5D340480	Xpower Grey	Black Leather	
155	Syd	MG ZT 190 Facelift Manual	SARRJLFF5D341083	Xpower Grey	Black Leather	
156	Syd	MG ZT 190 Facelift Manual	SARRJLFF5D341145	Black Pearl	Black Leather	
157	Syd	MG ZT 190 Facelift Manual	SARRJLFF5D345086	Xpower Grey	Black Leather	
158	Syd	MG ZT 190 Facelift Manual	SARRJLFF5D345094	Xpower Grey	Black Leather	
159	Mel	MG ZT 190 Facelift Manual	SARRJLFF5D339820	Black Pearl	Black Leather	
160	Adel	MG ZT 190 Facelift Manual	SARRJLFF5D341080	Xpower Grey	Black Leather	
161	Mel	MG ZT 190 Facelift Manual	SARRJLFF5D341212	Starlight Silver	Black Leather	
162	Mel	MG ZT 190 Facelift Manual	SARRJLFF5D345070	Xpower Grey	Black Leather	

**MG ZT 180 Automatic Sports Saloon with Plus Pack and Sunroof (New)
Various dates**

Lot	Location	Model	Build month	Vin No.	Exterior	Interior	Extras
163	Syd	MG ZT 180 Plus Pack Sunroof Automatic	4/02	SARRJLNM2D253738	Anthracite	Ash Trim/Alcantara	Metallic paint
164	Mel	MG ZT 180 Plus Pack Sunroof Automatic	1/02	SARRJLNM3D261312	Le Mans Green	Ash Trim/Alcantara	Pearlescent paint
165	Syd	MG ZT 180 Plus Pack Sunroof Automatic	8/03	SARRJLNM4D306155	Anthracite	Ash Trim/Alcantara	Factory satellite navigation, CD auto changer, metallic paint, small lip spoiler

**MG ZT 190 Manual Sports Saloon with Plus Pack and Sunroof (New)
Complied 2005 (built 04)**

Lot	Location	Model	Vin No.	Exterior	Interior	Extras
166	Syd	MG ZT 190 with Plus Pack and Sunroof Manual	SARRJLFF4D320833	Anthracite	Ash Trim/Alcantara	Lip spoiler, electric seats, trip computer, CD Autochanger
166a	Syd	MG ZT 190 with Plus Pack and Sunroof Manual	SARRJLFF4D320831	Anthracite	Ash Trim/Alcantara	Lip spoiler, electric seats, trip computer, CD Autochanger

**MG ZT 190 Manual Sports Saloon (as new) with Plus Pack and Sunroof
Complied 2005 (built 02)**

Lot	Location	Model	Build month	Vin No	Exterior	Interior	Extras
167	Syd	MG ZT 190 Manual	10/02	SARRJLFF3D268487	Xpower Grey	Alcantara Trim	

**MG ZT 220s Supercharged Manual Sports Saloon (Used)
Various dates**

Lot	Location	Model	Reg No.	Bld Month	Kms*	Exterior	Interior	Extras
168	Syd	MG ZT 220S	NXG08H	2/2/2002	18,700	Le Mans Green	Alcantra	Automatic
169	Syd	MG ZT 220S Manual	AOF35E	5/5/2003	20,726	Xpower Grey	Alcantra	

**MG ZT 190 Manual Sports Saloon with Plus Pack and Sunroof (Used)
Complied 2004 (built 03)**

Lot	Location	Model	Reg No.	Bld Mnth	Kms	Exterior	Interior	Extras
170	Syd	MG ZT 190 Plus Pack Sunroof Manual	MGV6	6/6/2003	9,600	Anthracite	Alcantra	

**MG ZT 180 Automatic Sports Saloon (Used)
Complied 2004 (built 02)**

Lot	Location	Model	Reg No.	Bld Mnth	Kms	Exterior	Interior	Extras
171	Syd	MG ZT 180 Automatic	NXF82K	6/6/2002	8000 Approx	Starlight Silver	Black with Blue inserts	

**MG ZT-T 190 Sports Manual Station Wagon Plus Pack (Used)
Complied 2004 (built 03)**

Lot	Location	Model	Reg No.	Bld Mth	Kms	Exterior	Interior	Extras
172	Syd	MG ZT-T 190 Plus Pack Wagon Manual	NXE95R	2/2/2003	23,468	British Racing Green	Alcantra	

**MG ZR 160 3 Door Manual Sports Hatchback (New)
Complied 2005 (built 04)**

Lot	Location	Model	Vin No.	Exterior	Interior	Extras
173	Syd	MG ZR 160 3 Door Manual	SARRFLNME5D800292	Xpower Grey	Axis Grey/Black	

**MG ZR 160 5 Door Manual Sports Hatchback (New)
Complied 2005 (built 04)**

Lot	Location	Model	Vin No.	Exterior	Interior	Extras
174	Syd	MG ZR 160 5 Door Manual	SARRFLWME5D800465	Black Pearl	Grey Black	
175	Syd	MG ZR 160 5 Door Manual	SARRFLWME5D789947	Xpower Grey	Black Leather	Factory leather, height adjustable driver's seat

**MG ZR 160 3 Door Manual Sports Hatchback (Used)
Complied 2005 (built 04)**

Lot	Location	Model	Reg No.	Bld Mnth	Kms	Exterior	Interior	Extras
176	Syd	MG ZR 160 3 Door Manual	NXH77A	9/9/2004	1,583	Ignition Blue	Axis Grey	
177	Syd	MG ZR 160 3 Door Manual		12/12/2004	298	Starlight Silver	Black Leather	Factory leather, height adjustable driver's seat

**MG ZS 180 V6 4 Door Manual Sports Saloon (Used)
Complied 2004 (built 04)**

Lot	Location	Model	Reg No.	Bld Month	Kms	Exterior	Interior	Extras
178	Syd	MG ZS 180 Manual	NXF82Z	8/1/2004	4,233	Rio Red	Axis Grey	

**MG TF 135 Manual Convertible (New)
Complied 2005 (built 04)**

Lot	Location	Model	Vin No.	Exterior	Interior	Extras
179	Syd	MG TF 135 1.8 Manual	SARRDWBKC4D633700	Solar Red	L Tan Sebring	Wood trim and tan cockpit
180	Mel	MG TF 135 1.8 Manual	SARRDWBKC4D634287	Black Pearl	L Tan Sebring	Tan cockpit

**MG TF 135 Manual Convertible (Used)
Complied 2003 (built 02)**

Lot	Location	Model	Reg No.	Bld Mth	Kms	Exterior	Interior	Extras
181	Syd	MG TF 135 Manual	NXE31M	7/7/2002	24,356	Le Mans Green	Ash	Tan cockpit

**MG TF120 Automatic Convertible (Used)
Complied 2004 (built 04)**

Lot	Location	Model	Reg No.	Bld Mth	Kms	Exterior	Interior	Extras
182	Syd	MG TF120 Automatic	ARR54Z	5/5/2004	338	Solar Red	Alpaca & Tan Leather	Tan cockpit

**MGF 1.8 Manual Convertible (Used)
Complied 2001 (built 01)**

Lot	Location	Model	Reg No.	Bld Mth	Kms	Exterior	Interior	Extras
183	Syd	MGF Manual	AKV78K	7/1/2001	24,728	British Racing Green	Black Mirage	

**Rover 75 Classic Luxury Automatic Saloon (new)
Complied 05 (Built 04)**

Lot	Location	Model	Build month	Vin No	Exterior	Interior	Extras
184	Bris	Rover Classic Auto		SARRJLLM5D340599	British Racing Green		

MG ZR 120 3 door Automatic Sports Hatchback (used)

Lot	Location	Model	Reg No.	Bld Mth	Kms	Exterior	Interior	Extras
185 †	Syd	MG ZR120	AKV78K	06/03	14,450	British Racing Green	Axis Grey	

† Please note that this vehicle is NOT COMPLIED and is only available for sale for use on a private circuit or as an export vehicle

2 Addendum

Amendments made to previously issued catalogues but included in this catalogue enclosed

Lot 1 is in Sydney

Lot 8 is in Melbourne

Lot 19 is complied 2005

Lot 20 Vehicle is complied MAY 2004

Lot 21 Vehicle is complied JANUARY 2003 / Vehicle has SAT NAV/COLOUR TV

Lot 23 Vehicle is complied SEPTEMBER 2004

Lot 56 Vehicle is complied JULY 2004

Lot 60 Vehicle is located in SYDNEY

Lot 109 Vehicle is complied AUGUST 2004

Lot 114 Vehicle is built MAY 2001 and complied NOVEMBER 2001

Lot 115 Vehicle is built OCTOBER 2001 and complied JANUARY 2003

Lot 128 Vehicle is complied NOVEMBER 2004

Lot 129 Vehicle is complied JULY 2004

Lot 130 Vehicle is an automatic, and black with green leather

Lot 138 Vehicle is complied OCTOBER 2004

Lot 163 is in Sydney

Lot 167 Vehicle is a MG ZT190 Plus Pack

Lot 168 Vehicle is an automatic

Lot 170 Vehicle is built JUNE 2003 and complied SEPTEMBER 2004

Lot 171 Vehicle is complied SEPTEMBER 2004

Lot 172 Vehicle is complied MAY 2004

Lot 177 This vehicle is not registered

Lot 178 Vehicle is complied NOVEMBER 2004

Lot 181 Vehicle is complied DECEMBER 2003, and has ash cockpit

Lot 182 Vehicle is complied SEPTEMBER 2004

Lot 183 Vehicle is complied SEPTEMBER 2001

Late entries

Rover 75 Classic Luxury Automatic Saloon (new)

Complied 05 (Built 04)

Lot	Location	Model	Build month	Vin No	Exterior	Interior	Extras
184	Bris	Rover Classic Auto		SARRJSLM5D340599	British Racing Green		

MG ZR 120 3 door Automatic Sports Hatchback (used)

Lot	Location	Model	Reg No.	Bld Mth	Kms	Exterior	Interior	Extras
185	Syd	MG ZR120	AKV78K	06/03	14,450	Trophy Blue	aXIS gREY	

II Bonhams & Goodman

Conditions of Sale

These conditions apply to all auction sales held by Bonhams & Goodman on behalf of Motor Group Australia Pty Limited (Administrators Appointed) ("**MGA**") to the exclusion of all other terms and conditions and no modification to these conditions will be binding on Bonhams & Goodman *nor* MGA unless accepted by Bonhams & Goodman in writing and shall apply mutatis mutandis to any sale by private treaty. These conditions shall also apply to the extent that they are relevant to goods in the possession of Bonhams and Goodman for valuation or storage purposes.

1 Definitions

In these conditions the following words and expressions shall (unless the context otherwise requires) have the following meanings:

"**Agreed Reserve**" means the minimum Hammer Price agreed in writing between Bonhams & Goodman and the Seller at which a Lot may be sold

"**Auctioneer**" means the representative of Bonhams & Goodman conducting the auction

"**the Average Estimate**" means the average of Bonhams & Goodman's latest high and low estimates of the sale price of the Lot

"**Bidders**" means any party who bids on a Lot at the Sale either on their own behalf or on behalf of another party

"**Bonhams & Goodman**" means First East Auction Holdings Pty Ltd ABN 99 063 112 505

"**Buyer**" means the person to whom a Lot is knocked down by the Auctioneer or the person who subsequently enters into a contract for sale with MGA in relation to the Lot.

"**Catalogue**" includes any advertisement, brochure, price list and other publication

"**Commission Bid**" means a bid placed or made by Bonhams & Goodman on behalf of a third party in accordance with condition 21.

"**Expenses**" in relation to the sale of any Lot means Bonhams & Goodman's fees, charges and all expenses incurred in relation to illustration, special advertising, packing, storage, freight and other expenses properly incurred in relation to the Lot

"**Hammer Price**" means the price in Australian Dollars at which a Lot is knocked down by the Auctioneer to the Buyer unless it is auctioned again ("Second Auction") as a result of a dispute in which event it means the price at which the Lot is knocked down by the Auctioneer to the Buyer at the Second Auction

"**Lot**" means any item or items consigned by or on behalf of the Seller with a view to its or their sale at auction

"**MGA**" means Motor Group Australia Pty Limited (ACN 101 051 101) (Administrators Appointed)

"**Premium**" shall have the meaning given in condition 14

"**Purchase Price**" means the aggregate of the Hammer Price, the Premium, and any additional charges and Expenses due from any Buyer under condition 19

"**Put On View**" means displayed by Bonhams & Goodman at the sale venue or in Bonhams & Goodman's premises

"**Reserve**" means the minimum Hammer Price at which a Lot may be sold in accordance with the terms of this agreement

Recommended Retail Price is the price published and

referred to as the recommended retail price by MGA at the time of MGA's appointment of the Administrator

"**The Sale**" means the auction sale in respect of which a Lot is consigned for sale

"**St George**" means St George Bank Limited (ACN 055 513 070)

"**Sale Proceeds**" means the net amount due to the Seller, being the Hammer Price less the Seller's Commission, Expenses and any other amount due to Bonhams & Goodman from the Seller in whatever capacity and howsoever arising

"**Seller**" means MGA as agent for St George

"**Third Party Warranty**" means a product offered by any person on account of a motor vehicle warranty or assurance in place of manufacturer's or dealer's warranty

2 Background

2.1 Neither the Seller nor St George give a warranty as to the Motor Vehicles being fit for the purpose or with respect to any defects whatsoever.

2.2 The Manufacturer of Motor Vehicle Lots no longer supports the Motor Vehicles with a warranty or at all.

2.3 The Buyer acknowledges and agrees that if they become a Buyer of a Lot, then the Lot will not be sold with a motor vehicle warranty and that the Purchase Price does not include such a warranty. At the Sale a Third Party Warranty product may be available for separate purchase by a Buyer, at the Buyer's own cost and expense, in addition to the Purchase Price.

2.4 The Buyer acknowledges that it has not relied on any statement or representation made by MGA, the Seller, St George or any employees or agents of any of them about any matter whatsoever, including but not limited to, the fitness for purpose of the Motor Vehicle or at all in participating in the auction.

2.5 The Buyer and Bonhams & Goodman acknowledge that MGA is in voluntary administration. The Buyer shall make no objection, requisition or claim for compensation in respect of the Voluntary Administration of MGA, or the subsequent entry of MGA into a Deed of Company Arrangement or its Liquidator.

2.6 Further to clause 2.5, the Administrator of MGA makes no warranty or representation in respect of the agreement, any Lot or any other matter the subject of this agreement, save for the list of motor vehicle stock which has been provided to Bonhams & Goodman by MGA or its the Administrators.

3 Bonhams & Goodman as Agent

Bonhams & Goodman sells as agent for the Seller (except where it is expressly stated to be selling as principal) and is not responsible for any default by the Seller or the Buyer.

4 Currency Converter

Solely for the convenience of Bidders, a currency converter may be provided at Bonhams & Goodman's sales. The rates quoted for conversion of other currencies to Australian Dollars (or the currency in which the relevant sale is conducted) are indicative only and neither Bonhams & Goodman nor its agents shall be responsible for any errors or omissions in the converter.

5 Bonhams & Goodman's Discretion

Bonhams & Goodman has the right at its sole discretion to

refuse any bid, to divide any Lot, to combine two or more Lots, to withdraw any Lot from a sale and, if Bonhams & Goodman is of the opinion that there has been a misunderstanding or dispute, to rescind a sale and put any Lot up for auction again.

6 Risk of Personal Loss or Injury

Neither the Seller, its Administrators nor Bonhams & Goodman shall be under any liability for any injury, damage or loss sustained by any person while on Bonhams & Goodman's premises (including any premises where a sale may be conducted or a Lot, or a part of a Lot, may be on view from time to time) except for death or personal injury solely and directly caused by the negligence of Bonhams & Goodman or its employees and agents in the course of their duties to Bonhams & Goodman.

7 GST

7.1 The Seller and Buyer must pay to Bonhams & Goodman all GST payable in respect of all taxable supplies by Bonhams & Goodman to each of them including, without limiting the generality of the foregoing, GST on all commissions, buyer's premiums, services, charges and expenses.

7.2 The Buyer must pay to Bonhams & Goodman all GST payable in respect of any taxable supply of a Lot inclusive of the Purchase Price.

7.3 Bonhams & Goodman will provide a tax invoice to the Seller specifying the GST payable by the Seller.

7.4 Bonhams & Goodman will provide a tax invoice to the Buyer specifying the GST payable by the Buyer.

7.5 The Seller may be able to claim a refund from Bonhams & Goodman in respect of any taxable supply of a Lot which has been imported if the Seller provides Bonhams & Goodman with all relevant shipping documents within 21 days of the Sale.

7.6 "GST" has the same meaning as in A New Tax System (Goods and Services Tax) Act 1999 and as amended.

8 Governing Law and Jurisdiction

All transactions to which these conditions apply and all matters connected therewith shall be governed by the laws of New South Wales and all of Bonhams & Goodman, Sellers, Buyers and Bidders at the Sale submit to the jurisdiction of the courts of New South Wales.

9 Notices

9.1 Any notice by Bonhams & Goodman to the Seller, Buyer or any other person may be delivered by hand or sent by mail or facsimile and shall be deemed to have been duly received:-

9.1.1 if sent by fax, on receipt by the sender of the transmission report at the conclusion of the transmission;

9.1.2 if sent by mail, two days after the date of posting if posted to an address within the country of posting and seven days after the date of posting if posted to another country.

9.2 In proving service by delivery:-

9.2.1 by hand, it shall be necessary only to produce a receipt for the communication signed by or on behalf of the addressee;

9.2.2 by post, it shall be necessary only to prove that the communication was contained in a pre-paid envelope which was duly addressed and posted.

10 Bonhams & Goodman's Estimates and Descriptions

10.1 Bonhams & Goodman makes no warranty or representation as to the anticipated or likely selling price (at auction or otherwise) of any Lot. Any written or any oral estimate (whether or not printed in any Catalogue) given by Bonhams & Goodman, its officers, employees or agents as to the estimated selling price of any Lot is a statement of opinion only, and may be subject to revision from time to time at Bonhams & Goodman's sole discretion and may not be relied upon as an indication of the actual selling price.

10.2 Bonhams & Goodman shall not be liable to the Seller for any error or misstatement in or omission from the description of a Lot in any Catalogue where:-

10.2.1 Bonhams & Goodman shall have been provided with such description by the Seller or any person on their behalf; or

10.2.2 Bonhams & Goodman shall have provided the Seller with a copy of such description prior to publication of the Catalogue containing particulars in respect of the Lot and neither the Seller nor any person on their behalf shall have notified Bonhams & Goodman in writing within seven days of any error in or omission from the description. For the avoidance of doubt Bonhams & Goodman shall have no duty to the Seller to investigate the accuracy of the description of any Lot provided by or on behalf of the Seller.

10.3 The Seller acknowledges that it does not rely on any written or any oral estimate by or on behalf of Bonhams & Goodman in entering into this agreement

11 Reserves

11.1 In respect of the Agreed Reserve:

11.1.1 it may only be changed with the written consent of the Seller and Bonhams & Goodman;

11.1.2 neither the Seller nor any person on the Seller's behalf may bid on the Lot;

11.1.3 if the Auctioneer is of the reasonable opinion that the Seller or a person on the Seller's behalf may have bid on the Lot, the Auctioneer may knock the Lot to the Seller without observing the Agreed Reserve and the Seller shall pay to Bonhams & Goodman the Buyers Premium in addition to the Sellers Commission and Expenses:

11.1.4 the Seller authorises Bonhams & Goodman to knock down a Lot at less than the Agreed Reserve if:

11.1.4.1 the circumstances in 11.1(c) above apply; or

11.1.4.2 Bonhams & Goodman compensates the Seller for the difference between the net amount payable to the Seller based on the Hammer Price and the net amount which the Seller would have received if the Lot had been sold for the Agreed Reserve.

12 Risk

12.1 Any motor vehicle ("V Lot") delivered to Bonhams & Goodman's premises or under Bonhams & Goodman's possession, power and control shall at all times remain at the risk of the Seller until the legal risk passes to the Buyer. Bonhams & Goodman will not be liable for any loss or damages to any V Lot however caused whether by the negligence of Bonhams & Goodman its employees or agents or otherwise. The Seller must not make any claim or take any proceedings against Bonhams & Goodman, its employees, or agents in respect of any loss of or damage to any V Lot, and the Seller indemnifies Bonhams & Goodman against all liabilities, costs and expenses resulting from any claims proceedings or judgements in respect of any loss of or

damage to any V Lot. This condition shall apply at all times and regardless of the operation of condition 14.2.

12.2 The Seller must insure any V Lot on Bonhams & Goodman's premises or in Bonhams & Goodman's possession, power and control for an insured amount agreed by the Seller and Bonhams & Goodman or, if not agreed, for no less than the maximum value of the V Lot as estimated by Bonhams & Goodman for loss of or damage to the V Lot including, without limiting the generality of the foregoing, loss or damage caused by mechanical breakdown or by fire, theft or accidental or water damage.

12.3 Bonhams & Goodman will not be liable for any injury, loss or damage caused or contributed to by any Lot, or by the Seller, who will indemnify Bonhams & Goodman against all claims and proceedings brought against Bonhams & Goodman in respect of any injury, loss or damage, and will reimburse Bonhams & Goodman on demand for all payments, costs, or expenses incurred or suffered by Bonhams & Goodman as a result of such claims or proceedings.

13 The Buyer

13.1 The Buyer shall be the Bidder making the highest bid acceptable to Bonhams & Goodman for any Lot subject to any Agreed Reserve and any dispute shall be settled by the Auctioneer at their absolute discretion.

13.2 Every Bidder shall be deemed to act as principal unless prior to the commencement of the Sale there is a written acceptance by Bonhams & Goodman of a bidder registration form, completed and signed by the principal in a manner acceptable to Bonhams & Goodman, which clearly states that the Bidder is acting on behalf of the named principal.

13.3 No person shall be entitled to bid at a sale without first having completed and delivered to Bonhams & Goodman a bidder registration form acceptable to Bonhams & Goodman and bidders' attention is drawn to the information appearing under the heading "Conditions of Business" in the relevant sale catalogue.

14 Premium

The Buyer shall pay Bonhams & Goodman a premium 5.5% (inclusive of GST) on the amount of the Hammer Price. The Buyer acknowledges that Bonhams & Goodman may also receive a Sellers Commission.

15 Contract of Sale

15.1 On the acceptance of a bid by the fall of the Auctioneer's hammer a contract of sale is made between the Seller and the Buyer. Bonhams & Goodman is not a party to the contract of sale and shall not be liable for any breach thereof by either the Seller or the Buyer.

15.2 Risk of, and ownership and title to, the Lot will pass to the Buyer when the full Purchase Price has been received by Bonhams & Goodman. "Received by Bonhams & Goodman" means, payment of the full Purchase Price in cleared and immediately available funds.

16 Payment of Purchase Price

16.1 Immediately a prospective buyer registers to bid he must give Bonhams & Goodman his name and address and, if requested personally by Bonhams & Goodman, banking or other suitable references or identification.

16.2 The Purchase Price must be paid to Bonhams & Goodman not later than 4 p.m. the day after the Sale unless otherwise stated in the 'Conditions of Business' published in

the specific auction's catalogue.

16.3 On the fall of the hammer, the Buyer will be required to pay a deposit equal to 15% of the Hammer Price or, if the Buyer has made a Commission Bid or other absentee bid in accordance with condition 21, \$5,000 either in cash, approved credit cards or by bank cheque. If the Buyer does not comply with the first sentence of this clause, Bonhams & Goodman may in its absolute discretion resubmit the Lot for auction.

16.4 Full payment for all lots must be made to Bonhams & Goodman by cash, electronic funds transfer or approved credit cards, in cleared and immediately available funds. Where the Buyer wishes to pay by bank cheque, personal or company cheque, and Bonhams & Goodman has agreed that the Buyer may do so, the Lot will not be released until the cheque has been cleared.

16.5 No Lot may be collected until the full Purchase Price has been received by Bonhams & Goodman unless prior arrangements in writing have been made with Bonhams & Goodman, with the consent of the Seller, before the date of the Sale, provided always that ownership of the Lot will not pass to the Buyer until cleared funds in payment of the full Purchase Price shall have been received by Bonhams & Goodman.

17 Removal of Purchases

17.1 All Lots must be paid for and removed not later than the day and time specified in the Catalogue in respect of the Sale under the heading "Conditions of Business" but in any case by 4:00pm the day after the Sale.

17.2 The Buyer shall be responsible for any removal, storage, or other charges for any Lot not removed in accordance with the time limit specified in condition 17.1.

18 Responsibility for Lots Purchases

18.1 The Buyer will be responsible for any loss or damage to a Lot purchased by him from the fall of the hammer and neither Bonhams & Goodman nor its employees or agents shall be responsible for any loss or damage of any kind, whether caused by negligence or otherwise, while the Lot is in its custody or under its control.

18.2 Bonhams & Goodman makes no warranty of fitness for purpose of any lot. Without limiting the generality of the foregoing, the Buyer of a motor vehicle who intends to use it on a public road shall be responsible for ensuring that it complies with the provisions of the Road Traffic Act 1988 and all relevant amendments, statutes and regulations.

18.3 The Buyer shall be solely responsible for obtaining any export licence that may be required in connection with the Lot purchased.

19 Non-Payment or Failure to Collect

19.1 If the Purchase Price in respect of a Lot is not paid for in full or the Lot is not removed in accordance with conditions 17 and 18 the Buyer shall forfeit the deposit referred to in condition 16.3.

19.2 Without derogating from condition 19.1, if the Purchase Price in respect of a Lot is not paid for in full or the Lot is not removed in accordance with conditions 17 and 18, Bonhams & Goodman, as agent for the Seller and/or for itself, as the case may require, shall without further notice to the Buyer, at its absolute discretion, be entitled to exercise one or more of the following remedies:-"

19.2.1 To re-sell the Lot without any Reserve by auction, private treaty or any other means and the Buyer agrees not

to challenge the reasonableness of any resale price achieved in respect of the Lot;

19.2.2 To remove, store and insure the Lot at the expense of the Buyer;

19.2.3 To charge interest on the Purchase Price at the rate of 1.65% per month or part thereof from the date upon which the Purchase Price becomes payable until the full Purchase Price has been received by Bonhams & Goodman from a resale;

19.2.4 To retain any Lot sold to the Buyer at the same or any other auction until payment of the Purchase Price by the Buyer;

19.2.5 To apply the proceeds of the Sale of any Lot then due or at any time thereafter becoming due to the Buyer in payment or part payment of the Purchase Price;

19.2.6 To exercise a lien on, and, at Bonhams & Goodman's discretion, exercise a power of sale over any other property of the Buyer in Bonhams & Goodman possession for any purpose;

19.2.7 To rescind the Sale of that Lot or any other Lot sold to the Buyer at the same or any other auction sale;

19.2.8 To repossess any goods comprising any Lot in respect of which payment is overdue and thereafter resell the same, and for this purpose the Buyer hereby grants an irrevocable licence to Bonhams & Goodman, its servants and agents to enter upon all or any of the Buyer's premises (with or without vehicles) during normal business hours, without prejudice to any other rights of Bonhams & Goodman;

19.2.9 To issue legal proceedings against the Buyer for damages for breach of contract;

19.2.10 To reject a bid from the Buyer at any future auction sale or to require the Buyer to pay a deposit before any bid is accepted by Bonhams & Goodman at any future sale;

19.3 The Buyer shall pay all legal and other costs if enforcement incurred by Bonhams & Goodman and/or the Seller (whether or not Court proceedings shall have been issued) on a full indemnity basis together with interest thereon at the rate specified in condition 19.1.3 from the date upon which the Buyer shall have become liable to pay costs.

20 Liability of Bonhams & Goodman and the Seller

20.1 Buyers must satisfy themselves as to the condition of each Lot and are strongly advised to examine personally any Lot in which they are interested prior to the Sale. None of the Seller, Bonhams & Goodman nor its employees or agents will be responsible for any errors of description made either orally or in writing and no warranty is given as to the accuracy of the description of any Lot in any Catalogue or as to the age, authenticity, suitability, provenance, attribution, origin, condition, fitness for purpose, merchantable or satisfactory quality of any Lot, or roadworthiness of any vehicle and any express or implied conditions and warranties are hereby excluded.

20.2 In bidding for any Lot a Buyer agrees that the Buyer has not been induced to make any bid by any representation in respect of the Lot by Bonhams & Goodman its employees or its agents.

20.3 (a) If Bonhams & Goodman is found to be liable to the Buyer, the maximum liability of Bonhams & Goodman, its agents and employees to a Buyer shall be limited to the Hammer Price of the relevant Lot and the Buyer's Premium (if paid by the Buyer) but shall not be liable for any consequential or indirect loss whatsoever

(b) If Bonhams & Goodman is found to be liable to the Seller, the maximum liability of Bonhams & Goodman, its agents and employees to the Seller shall be limited to the Sale Proceeds of the relevant Lot but shall not be liable for any consequential or indirect loss whatsoever.

20.4 The provisions of this condition shall not operate so as to exclude such conditions or warranties as are implied by State or Federal law and which cannot legally be excluded or where such exclusion would render any contract with a Buyer, or any part of such contract, void or voidable.

21 Commission and Absentee Bids

Bonhams & Goodman will, if so instructed by prospective Buyers, execute bids on their behalf provided that neither Bonhams & Goodman nor its employees or agents will be liable for any neglect or default in doing so or for failing to do so. In particular Bonhams & Goodman and its agents and employees shall not be responsible for any default relating to telephone, fax or other absentee bids, including without limitation any telecommunications fault or failure.

22 General Provisions

22.1 The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

22.2 This Agreement constitutes the entire agreement of the parties on the subject matter. All representations, communications and prior agreements in relation to the subject matter are merged in and superseded by this Agreement.

22.3 The parties agree that:

22.3.1 all the provisions of this Agreement are reasonable in all the circumstances and that each provision is and will be deemed to be severable and independent; and

22.3.2 if the whole or any part of any one or more provisions is judged invalid or unenforceable, that portion will be deemed to be deleted and will not affect the validity or enforceability of the remaining provisions.

22.4 Neither party shall be liable for any loss or damage or be deemed to be in breach of this Agreement if its failure to perform or failure to cure any of its respective obligations hereunder results from any event or circumstance beyond its reasonable control, including, without limitation, any natural disaster, fire, flood, earthquake, or other Act of God; strike or other industrial dispute; war or rebellion; or compliance with any law, regulation, or order (whether valid or invalid) of any governmental body; provided, however, that the party interfered with gives the other party written notice thereof promptly, and, in any event, within thirty (30) working days of discovery of any such Force Majeure condition. If Notice is provided within such period, the time for performance or cure shall be extended for a period equal to the duration of the Force Majeure event or circumstance described in such Notice, except that any such cause shall not excuse the payment of any sums owed to the Licensor prior to, during, or after any such Force Majeure condition.

III Bonhams & Goodman Summary of Conditions of Sale and Other Information

Further information and the complete General Conditions of Business may also be viewed at

www.bonhamsandgoodman.com.au/mgrover

GST

The MG Rover auction is a GST inclusive auction. Buyers will receive a tax invoice with a GST component deducted from the hammer purchase price.

Overseas buyers may be entitled to a rebate for GST charged; for further information contact Marina Jacobson, marina.jacobson@bonhams.com.

Luxury Car Tax (LCT)

The MG Rover auction is a LCT inclusive auction. There will be no additional charges for any purchase at any price for LCT. For further information contact John Shiell, john.shiell@bonhams.com

Admission

Bonhams & Goodman has the right at its sole discretion without assigning any reason therefore to refuse admission to the premises or attendance at any of its sales by any person. Parents will be held responsible for any damage to any property caused by a child in their care. There will be no food or beverage admitted to the premises.

Commission (Absentee) Bids

Bonhams & Goodman will execute absentee bids when instructed without charge.

Lots will be bought as cheaply as allowed by other bids. A security deposit of \$5,000 per car will be required prior to the auction.

Telephone Bidding

Buyers interested in bidding by telephone should contact Bonhams & Goodman as soon as possible. This service is free. Please note that telephone bidding facilities are available on a first-come, first served basis. A security deposit of \$5,000 per car will be required prior to the auction.

Live Internet Bidding

Buyers may bid in real time on the internet. For further information go to www.mgrover.com.au and click on auction info. A security deposit of \$5,000 per car will be required prior to the auction.

Bidder Registration

Any person wishing to bid must first register with Bonhams & Goodman by providing photographic ID. Once registration has been completed the buyer will be provided with a numbered bidding paddle. Customers must have registered and have in their possession the bidding paddle prior to making a bid.

Buyer's Premium

Buyers are reminded that a 5.5% Buyer's Premium (inclusive of GST), is payable on the hammer price of each lot.

Damage

Any viewer who damages a Lot will be held liable for all damage caused and shall reimburse Bonhams & Goodman for all costs and expenses relating to rectification of such damage.

Title

Bonhams & Goodman guarantees good title to all lots.

Warranties

Warranties will be available at the auction from at least one service provider. Bonhams & Goodman does not recommend any third party service providers and the purchaser indemnifies Bonhams & Goodman against any claim resulting from unacceptable products or services provided by any third parties. Bonhams & Goodman recommends that purchasers should make their own enquiries regarding any third party services or products. All motor vehicles at this MG Rover auction are offered for sale by Bonhams & Goodman without any warranty.

Estimates

Estimates are a reflection of Bonhams & Goodman's opinion of the current market values, based on historic and current market realisations of similar lots. Estimates are inclusive of any GST, which may be applicable.

Payment

Terms of payment are strictly bank cheque, cash, credit card or bank transfer. There is a 2% surcharge for any payment by credit card.

In any event accounts must be settled with Bonhams & Goodman not later than 4 pm Wednesday 15 June. All purchasers at the auction venues are required to pay down a 15% deposit immediately on the fall of the hammer. There are no exceptions and if a purchaser is unable to provide a deposit then the lot will be immediately re-offered for sale. Under no circumstances can a motor vehicle be collected by the purchaser until fully cleared funds are held by Bonhams & Goodman in its Trust Account.

Bank telegraph transfers should be directed to:

Account Name: Bonhams & Goodman
ANZ Bank Double Bay
Address: 11 Knox Street Double Bay, NSW
2028 Australia
BSB: 012:281
Account No.: 2602 79327

Collection of Lots

Lots must be collected not later than 4 pm Wednesday 15 June; otherwise lots shall be moved to storage at the Buyer's expense (see below). Lots are at the Buyer's risk from the fall of the hammer. Buyers are strongly advised to arrange insurance of their purchases immediately after the fall of the hammer. It is strongly advised that overseas bidders make their arrangements with Bonhams & Goodman in advance of the Sale.

Removal and Storage - Cars

Any cars not collected before 4 pm Wednesday 15 June will be stored or resold at the Buyer's risk and expense. Lots are at the Buyer's risk from the fall of the hammer and title will not pass to the buyer until settlement in full with cleared funds (see 16.5 of the conditions). Charges are outlined below and are quoted in Australian dollars.

Removal Charges

Motor Car (each) \$165

Storage Charges

Motor Car (each, per day) \$55

IV Service Providers

Bonhams & Goodman has not completed any due diligence on any of the businesses listed below and accepts no responsibility for any work carried out by these service providers. Prospective purchasers should make their own enquiries about any service providers referred to within.

1 Statement of Intent from XPart

The following is an edited statement from XPart to dealers issued on 4 May 2005

I confirm that XPart, a Division of Caterpillar Logistics Services, will take a leadership role in providing new processes and systems to replace many of those that will cease following the closure of MG Rover. The intention of XPart is to maintain and develop a UK, European and International network of MG Rover Specialists, continuing to support more than three million MG Rover drivers on the road today. XPart is also developing many innovative new parts and service programmes to provide future All-Makes parts and service growth opportunities for the MG Rover Dealer network. The following outlines the immediate XPart development plans for 2005 and the following years.

Parts Availability

XPart has £40 million of MG Rover parts in our UK and European warehouses and strong ongoing partnerships with the 800 companies that supply parts for MG Rover models. XPart is in an excellent position to maintain uninterrupted supply of parts and information to MG Rover Dealers worldwide and to maintain for the foreseeable future world-class parts availability levels.

XPart MG Rover Specialist Network

The future network of XPart MG Rover Specialists will be the former MG Rover Authorised Repairers, Dealers and Importers who had a valid Parts Dealer agreement.

Parts Warranty

Effective April 28th 2005 XPart will directly warrant, for 12 months, all genuine MG Rover replacement parts sold by XPart. Details are as agreed and have been notified to the Dealer network. This will replace the Parts Warranty previously claimed by Dealers through MG Rover Longbridge. Technical Data XPart will provide all its currently available technical data to support dealers and is in discussion with third parties to ensure ongoing technical support of MG Rover vehicle

All-Makes Internet Diagnostics

In conjunction with TRW and other third party providers XPart will extend its highly competitive All-Makes Vehicle Internet Diagnostic programme to France and Germany later this year and further countries in 2006. XPart is determined to lead and help the network exploit these future opportunities. If you have any questions regarding this communication please e-mail xpart_communications@cat.com
Craig Cooper
Sales Director

2 Acknowledged Providers of Full Motor Vehicle Service

The following service providers have been and say that they will continue to provide full service facilities for MG Rover motor cars. Some service facilities are available from many other motor service providers across the country.

New South Wales

Paradise Garage

25 Dunning Avenue
Roseberry NSW 2018
Ph. 02 9313 7866
Fax. 02 9663 2105

Mazda Centre

86 Mulgoa Road
Penrith NSW 2750
Ph: 02 4732 2777
Fax: 02 4721 4510

Porche Centre Parramatta

Unit 5 / 1 River Road West
Parramatta NSW 2150
Ph: 02 9841 8888
Fax: 02 9841 8950

Iverach MG Rover

31 Bourke Street
Dubbo NSW 2830
Ph: 02 6882 7600
Fax: 02 6881 8009

Queensland

Austral MG Rover

Cnr Breakfast Creek
Road & Evelyn St
Newstead QLD 4006
Ph: 07 3364 1790
Fax: 073364 1755

Bruce Lynton Landrover

96/100 Minnie Street
Southport QLD 4215
Ph: 07 5571 1011
Fax: 07 5571 1016

Victoria

Zagame MG Rover Richmond

116 Cremorne Street
Richmond VIC 3121
Ph: 03 8420 6666
Fax: 03 8420 6655

South Australia

MG Rover of Walkerville

130-134 North-East Road
Walkerville SA 5081
Ph: 08 8269 2922
Fax: 08 8344 5920

Western Australia

Barbagallo MG Rover

354 Scarborough Beach
Road
Osborne Park WA 6017
Ph: 08 9231 3522
Fax: 08 9444 1285

Tasmania

MG Rover of Launceston

Cnr York & Wellington
Streets
Launceston TAS 7250
Ph: 03 6332 8128
Fax: 03 6332 8101

3 Transportation of Vehicles

Australia Wide Transportation

Any buyer wishing to arrange Australia wide transport for a vehicle can do so by contacting their nearest TNT branch. Bonhams & Goodman accepts no responsibility for any service provided by third parties.

New South Wales

Sydney

1 Marple Ave
Villawood NSW 2163
Ph: 02 8707 2999

Queensland

Brisbane

18 Paradise Rd
Acacia Ridge QLD 4110
Ph: 07 3272 5982

Gold Coast

Unit 2/2 Barnett Pl
Molendinar QLD 4214
Ph: (07) 5594-9677

Victoria

Melbourne

Area K Brooklyn Estate
413 Francis St
Brooklyn VIC 3012
Ph: 03 9931 9100

Western Australia

Perth

300-310 Treasure Rd
(North)
Welshpool WA 6106
Ph: 08 9351 3900

ACT

Canberra

64 Vicars St
Mitchell ACT 2911
Ph: 02 9241 1422

Townsville

22-24 Ronald Court
Bohle QLD 4814
Ph: (07) 4753-3000

South Australia

Adelaide

154-172 Cormack Rd
Wingfield SA 5013
Ph: 08 8348 5888

Northern Territory

Darwin

31 Berrimah Rd
Berrimah NT 0828
Ph: 08 8984 4668

International Transportation

Any buyer wishing to arrange International transport for a vehicle can do so by contacting

Vantage Freight Service

David Crampton
Ph: 02 9666 5600
Fax: 02 9666 5419
Email: infor@vantagefreight.com.au

4 Warranty, Insurance and Finance

Buyer's wishing to organise warranty, insurance or finance for their purchases may do so by contacting the following companies.

Finance

St George Motor Finance

Bernadette Takla
Level 13
182 George Street
Sydney NSW 2001
Ph: 02 9236 1332
Fax: 02 9236 1280
Mob: 0417 233 006
Email: nswacceptanceteam@stgeroge.com.au

Warranty

ASWN Warranty and Insurance

John Guest
QVWM House
3912 Pacific Highway
Loginholme QLD 4129
Ph: 07 3802 5524
Mob: 0411 601 727
Email: jguest@aswn.com.au
Website: www.aswn.com.au

Insurance

AAMI

Ph: 13 22 44
Website: <http://aami.com.au>

Allianz

Ph: 13 10 00
Website: www.allianz.com.au

CGU

Ph: 1300 655 890
Website: www.cgu.com.au

NRMA

Ph: 132 132
Website: www.nrma.com.au

Third Party Warranty Provider



Head Office
First Floor
QVWN House
3912 Pacific Highway
Loganholme, Qld 4129

P.O. Box 4301
Loganholme, Qld 4129

Phone (07) 3802 5555
Fax (07) 3801 1539

7 June, 2005

Motor Group Australia Pty Limited,
(Administrators Appointed),
c/- RSM Bird Cameron Partners,
G. P. O. Box 5138,
SYDNEY, NSW 2001

ATTENTION: MR PETER MARSDEN
ADMINISTRATOR

Dear Sir,

RE: ALL STATES WARRANTY NETWORK PTY LTD (ASWN)
AUSTRALIAN WARRANTY NETWORK PTY LTD (AWN)

Thank you for the opportunity to offer our Warranty products to Buyers at the MG/Rover Auction.

There will be a choice of a variety of products available, i.e. either an ASWN product range underwritten by an Australian Third Party Underwriter (as referred to in the Product Disclosure Statement) or an AWN product range that meets the strict *Financial Service Reform Act* (FSRA) requirements which are monitored by the Australian Securities and Investments Commission (ASIC).

We offer a range of Warranty products as follows:-

Advantage Warranty Products:-

12, 24 & 36 months Classic Warranty
12, 24 & 36 months Deluxe Warranty
12, 24 & 36 months Extension of Manufacturer's

As part of the AWN difference, we ensure you that our Customers will feel secure in our products and the high level of attention from an accredited organisation. To obtain more information on all coverages for their motor vehicles, please visit the MG/Rover Information Page on our website www.aswn.com.au or contact John Guest at our Head Office on (07) 3802 5555.

Should you require further information please do not hesitate to contact the writer.

Yours faithfully,

RAY MAHONY
Group General Manager

All States
Warranty Network Pty Ltd
ABN 86 065 321 396
P.O. Box 790
Newcastle, NSW 2300
Phone (02) 4925 2200
Fax (02) 4925 2290

Australian
Warranty Network Pty Ltd
ABN 78 075 483 206
P.O. Box 4301
Loganholme, Qld 4129
Phone (07) 3802 5577
Fax (07) 3806 1505

Queensland Vehicle
Warranty Network Pty Ltd
ABN 60 006 949 462
P.O. Box 4301
Loganholme, Qld 4129
Phone (07) 3802 5555
Fax (07) 3806 1039

V The Auction

1 How to Bid

Any person wishing to bid at auction first needs to register for a Bidder's Number, this can be done at any of the viewing venues around Australia, via the internet at www.bonhamsandgoodman.com.au/mgrover or by telephoning 1800 099 310 from 9am to 5pm (EST) or during the viewing times.

In order to register for a Bidder's Number customers must produce a current valid driver's licence or alternative photographic identification. You will also need to provide your current residential address and contact details. A Bidder's Number will then be issued.

In the Room

The auctioneer will explain the bidding process before and during the auction. Bidders usually accept the increment increase nominated by the auctioneer. However any Bidder is welcome to interrupt the auctioneer and nominate a preferred increment. For example if the bid is at \$25,000 it is likely that the auctioneer will increase the bids in \$1,000 increments. Bidders may wish to nominate a \$500 increment. Simply raise your bidding paddle and shake your head and call out "five hundred" The auctioneer will normally accept your increment and offer the same to the underbidder.

At the MG Rover auction there are large groups of similar new cars. In these circumstances the auctioneer will offer the cars in "runs".

For example take lots 1-10. This is a group of 10 similar MG TF 160 Manual Convertibles. The auctioneer will offer these 10 lots to the crowd and invite a bid on the basis that the winning bidder will be able to take his or her pick of whichever lot or lots they want within that group of 10. The underbidder will then be invited to choose at the same price and after he has made his choice the crowd will be invited to choose from the lots left at the same price. This process may be repeated more than once or twice over a number of rounds until the last lot has been sold. There is a warning. If you want to be assured of buying you have to try to be the highest bidder when the bidding process stops as only then can you be assured of having your choice above all of the other bidders. This system is a common way of auctioning large quantities of identical or similar items and has been in practice for hundreds of years.

When you are successful you will be required to pay a deposit of 15% of your purchase price immediately upon the fall of the hammer by way of bank cheque, cash or credit card. There are no exceptions.

By Telephone or Absentee Bid

If a bidder cannot attend one of the venues on the night of the auction but still wishes to bid, they can do so by Absentee or Telephone bid. An Absentee or Telephone Bidding Form can be obtained at one of the viewing venues around Australia, via the internet at www.bonhamsandgoodman.com.au/mgrover or by telephoning 1800 099 310. There is no charge for

conducting an absentee or telephone bid.

Any bidder will first need to have registered for a Bidder's Number before obtaining a Telephone or Absentee Bidding Form.

- The completion of an Absentee Bidding Form will allow a bidder to leave a fixed upper limit with the auctioneer. The auctioneer will then bid on that person's behalf endeavouring to acquire the lot as cheaply as possible within their limit, but going up to the maximum bid left if needed, to secure the lot for the bidder.
- The completion of a Telephone Bidding Form will allow a bidder to bid live via the telephone at the auction. A telephone bidding clerk will call the bidder a few minutes before their lot of interest is offered. The bidder will then be able to bid via the telephone bidding clerk.

By Internet

If a bidder cannot attend one of the venues on the night of auction but still wishes to bid live, they can do so over the Internet. A prospective Internet bidder can organise a Bidder's Number and Password by logging on to www.bonhamsandgoodman.com.au/mgrover or by telephoning 1800 099 310.

Any Internet bidder will first need to have registered for a Bidder's Number before obtaining a Username and Password.

Once a bidder has been allocated a Bidder's Number they will then be emailed with a Password. With this information they can go to www.bonhamsandgoodman.com.au/mgrover and select 'Auction Info' then 'Live Internet Bid', this will link through to the Interbid site where a registered Internet bidder will be able to enter their Bidder's Number and Password and will be able to participate in the auction via the internet.

Bonhams & Goodman suggests that any prospective Internet bidder access the demonstration auction on the Interbid site and practice bidding before the auction night.

2 Payment and Collection of Lots

Terms of Payment

Full settlement in cleared funds is required by 4pm Wednesday 15 June 2005. Payment for purchases can be made via cash, bank cheque, bank transfer and / or credit card (Bankcard, Visa and Mastercard accepted only). There will be a 2% surcharge for any payment made by credit card.

Any bank transfer must be executed in cleared funds, to the following account:

Bank:	ANZ, Knox Street, Double Bay NSW 2028
Account Name:	Bonhams & Goodman
BSB:	012 281
Account No.:	2602 79327

It is requested that when depositing funds into the Bonhams & Goodman Trust Account that buyers use their Bidder's Number as the reference for the transfer.

If a buyer deposits a cheque rather than initiating a funds transfer or depositing cash, there will be a three day delay until the funds clear which will result in the buyer's vehicle having to be transported to a secure storage facility. If this occurs the buyer will be liable for any transport and storage costs incurred by Bonhams & Goodman, which will need to be settled before the vehicle is released.

Collection of Motor Vehicles

All lots must be collected by 4pm Wednesday 15 June 2005.

The following information has been provided by all the relevant statutory authorities in each state. Bonhams & Goodman does not give any undertaking as to the accuracy of the information provided. Bonhams & Goodman suggest that any prospective buyer telephone the relevant authority in their state, to confirm all necessary information prior to the auction.

Due to auction venue safety requirements, vehicles offered for sale at this auction have specific fuel levels. Bonhams & Goodman strongly recommend that if a buyer intends to drive their purchase from the venue, that they drive directly from the venue to a petrol station and fill the petrol tank. There will be no collection of vehicles by buyers on the night of the auction unless by prior arrangement and the payment of cleared funds can be arranged, and vehicles can be removed from the venue by adherence to one of the options below.

NSW

Collection of Lots from Sydney

All new vehicles that are driven from the venue will require an Unregistered Vehicle Permit (UVP) or they must be registered.

A UVP may be obtained from a Roads and Traffic Authority (RTA) office subject to supplying the following:

- Proof of identity or, if registering the vehicle in the name of a company, proof of company name and the ACN/ABN number.
- An inspection report, also known as a blue slip, from an Authorised Unregistered Vehicle Inspection Station (AUVIS).
- A completed Application for Unregistered Vehicle Permit form.

To apply for full registration, buyers will need to attend an RTA office and provide:

- Proof of identity or, if registering the vehicle in the name of a company, proof of company name and the ACN/ABN number.
- Proof of acquisition (eg a tax invoice/receipt for purchase

of the vehicle, certificate or registration signed by the previous registered operator/s of the vehicle, or the previous certificate of registration in the same name if re-establishing the vehicle registration or coming from interstate).

- Proof of residential address (eg a current NSW driver licence or one that has expired in the past two years).
- A valid Compulsory Third Party insurance policy, also known as a green slip.
- An inspection report, also known as a blue slip, from an Authorised Unregistered Vehicle Inspection Station (AUVIS).
- Evidence of eligibility for any concession (eg Pensioner concessions).
- A completed Application for Registration form.
- Payment for registration, including stamp duty (if applicable).

VIC

Collection of Lots from Melbourne

All new vehicles that are driven from the venue will require an Unregistered Vehicle Permit (UVP) or they must be registered.

Buyers can arrange for a UVP by contacting VICROADS by telephone on 13 11 71 or over the counter in a VICROADS branch. The buyer must supply VICROADS with an invoice and information pertaining to Make, Model, and Colour (if not on the invoice). If a buyer purchases a UVP by telephone, then VICROADS will send a copy via facsimile which needs to be placed on the dashboard of the vehicle prior to any travel on the road.

Unregistered Vehicle Permits (Vic)

Unregistered Vehicle Permits (UVP's) allow an unregistered vehicle to be driven on the road. UVPs are issued when it is deemed to be impractical or unreasonable to require a vehicle to be registered during the period of the permit. The vehicle must be operated strictly in accordance with the conditions of the permit.

The buyer will then need to book an appointment with VICROADS for a vehicle inspection for registration. The vehicle must be presented to the branch of VICROADS for verification of the vehicle's VIN and engine numbers prior to registration. To enable VICROADS to register the vehicle, the buyer will be required to supply proof of identity and proof of ownership.

QLD

Collection of Lots from Brisbane

Queensland Transport (QT) offers two options to move unregistered vehicles:

- Transport the vehicle on a trailer or get a professional towing company to tow it
 - Obtain an Unregistered Vehicle Permit
 - Purchase a compulsory third party (CTP) insurance for six or twelve months on the day you wish to register the vehicle.
- On the day you have purchased the CTP and have completed a registration application, you are covered to drive the vehicle directly from where it is currently located to obtain

a Safety Certificate and where needed, a Gas Certificate and then on to Queensland Transport.

General road use is not permitted.

Unregistered Vehicle Permit Requirements (Qld)

To obtain an Unregistered Vehicle Permit (UVP) a buyer must present the following to a Queensland Transport Customer Service Centre (CSC) or agent:

- A Certificate of Compulsory Third Party (CTP) Insurance issued in the applicant's name. The Certificate must cover all days of the permit. This can be purchased from:

Australian Associated Motor Insurers Ltd	13 22 44
Allianz Australia Insurance Ltd	13 10 00
NRMA Insurance Ltd	13 21 32
QBE Insurance (Australia) Ltd	1300 13 74 40
RACQ General Insurance Ltd	13 19 05
Suncorp Metway Insurance Ltd	13 11 60

A completed Unregistered Vehicle Permit Application

- Payment of the prescribed fee which is currently \$17.95 for permit
- On the day the CTP has been purchased and the registration application completed, the buyer is covered to drive the vehicle directly from the auction venue to obtain a Safety Certificate and where needed, a Gas Certificate and then on to Queensland Transport.
- General road use is not permitted.

Registration Requirements (Qld)

The following process needs to be completed for a buyer to register a vehicle in Queensland:

- The buyer needs to complete a Vehicle Registration application form
- The buyer needs to obtain a Safety Certificate (SC) from an Approved Inspection Station in Queensland (mechanical repairer/garage).
- The buyer needs to obtain compulsory third party (CTP) insurance from one of the insurance companies listed above.

Once a buyer has the above documents they need to take the vehicle to a Queensland Transport customer service centre to register it. The buyer will need to bring with them:

- Evidence of identification, in the form of a current Queensland driver's license. If the buyer does not hold a current Queensland driver's license, they will need to complete a New Customer Application form.
- The buyer will need to produce proof of their garaging address in the form of a rental agreement, a mortgage agreement, a telephone or electricity account.
- Proof of origin of the vehicle, in the form of the auction invoice.
- The original Queensland Safety Inspection Certificate.
- A Queensland Gas Installation Certificate - if applicable.
- A Modification Certificate - if applicable.
- The motor vehicle and the completed application forms.

SA

Collection of Lots from Adelaide

All new vehicles driven from the venue will require registration.

For the successful buyer to register the vehicle they must complete an Application for Registration and Third Party Insurance form, available from any Transport SA Customer Service Centre. They will need:

- Proof of their name, address, and date of birth
- Their license or client number
- Name and address of the company they bought the vehicle from
- Engine number
- Vehicle Identification Number (VIN) or Chassis Number
- Vehicle make, type and year of manufacture.

After the registration fee has been paid, a Registration Certificate and Label will be issued immediately, or posted.

The buyer can then drive the vehicle from the venue.

WA

Collection of Lots from Perth

All new vehicles that are driven from the venue will require a Temporary Movement Permit (TMP).

Buyers can arrange for the Department of Planning and Infrastructure (DPI) to issue a Temporary Movement Permit (TMP). This can be done over the counter in a branch or by contacting the DPI by telephone on 13 11 56 with payment by credit card. The buyer must supply the DPI with an invoice of purchase and information pertaining to VIN and engine numbers (if not on the invoice).

If a buyer purchases a TMP by telephone, then the DPI will send a copy via facsimile which needs to be placed on the dashboard of the vehicle prior to any travel on the road. This will enable the buyer to drive the vehicle from the venue.

The buyer will then need to present their vehicle at the examination centre. Once the vehicle has successfully passed the examination the buyer will need to provide proof of ownership and documentary proof of identity before the vehicle can be registered and a new set of plates issued.

Removal and Storage

Any lots not paid for and / or removed by 4pm Wednesday 15 June 2005 will be removed and stored by Bonhams & Goodman on behalf of the buyer at the buyer's risk and expense.

VI Drive Away Price List prior to the close of the business

List of Recommended Prices for NSW as at 12.02.05

The following is a table of NSW recommended drive away prices as published by and supplied by Motor Group Australia Pty Limited (Administrator Appointed) prior to the appointment of the Administrators. Bonhams & Goodman accepts no responsibility for any inaccuracy contained within this table of information.

TF	New Price	Dealer Delivery	LCT	Stamp duty	CTP	REGO	P/PI	TOTAL
120 Stepspeed	47990	2490	0	1628	358	365	64	52,895
120 Spark	48990	2490	0	1674	358	365	64	53,941
135	46990	2490	0	1574	358	319	64	51,930
160	51990	2490	0	1824	358	365	64	57,251
160 Spark	53990	2490	0	1953	358	365	64	59,220

All TF include AC, alloy wheels, CD, remote locking, front fog lights on 135 and 160. Metallic \$950, Wood kit \$750, leather \$1350*, chrome pack \$750*, wood steering wheel \$950, Suede \$1,950, hard top unpainted \$2950. * standard TF160.

TF 120 & 160 Spark models include chrome pack, multispoke alloys, ltd edition badging, Uniquene leather trims, alloy look dash and door cappings on Glacier cars, on Noctune Blue a full wood kit is fitted, wind break, Blue hood and 160 AP brakes on 120 model!

MG ZR	New Price	Dealer Delivery	LCT	Stamp duty	CTP	REGO	P/PI	TOTAL
ZR 160 3 Door	30990	2490	0	929.7	358	319	64	35,150.7
ZR 160 5 Door	32990	2490	0	989.7	358	319	64	37,210.0

On all MG ZR Metallic \$950, full leather option \$1850.

MG ZS	New Price	Dealer Delivery	LCT	Stamp duty	CTP	REGO	P/PI	TOTAL
ZS 180 manual	39990	2490	0	1270	358	319	64	44,491

All ZS include climate control AC, sports bodykit, 17" alloys, sports suspension, CD player. Metallic paint available at \$1,100. Leather interior \$2,500. Leather door panels, \$450, Premium Sound hifi with subwoofer/ amplifier, \$1,995

MG ZT	New Price	Dealer Delivery	LCT	Stamp duty	CTP	REGO	P/PI	TOTAL
ZT 180 Automatic	60253	2490	1304	2300	358	527	64	67,296
ZT 190 Manual	59438	2490	1118	2250	358	365	64	66,083
220 Supercharger	9995	0	0	0	0	0	0	9,995
ZT 260 Manual 4.6 V8	83883	2490	6674	3750	358	527	64	97,746
ZT 260 Auto 4.6 V8	84,698	2490	6850	3772	358	527	64	98,759

All ZT sedans include sunroof, climate control AC, leather sports seats, 18" alloy wheels, CD, remote locking, sports bodykit, Metallic paint \$1350. ZT 260 also includes Alcantara sports seats, Rear parking sensors, Xenon Headlamps, Traction control, Satellite Navigation, \$6,995. ZT 260's are finished in special Leather/Suede trim.

75	New Price	Dealer Delivery	LCT	Stamp duty	CTP	REGO	P/PI	TOTAL
Classic 04	49990	2490	0	1722	358	527	64	55,151

Metallic paint \$1,250; CD stacker \$495, inclusive of remote locking alarm 6 airbags, cruise control, steering wheel stereo controls, climate control AC and fully folding rear seat

75	New Price	Dealer Delivery	LCT	Stamp duty	CTP	REGO	P/PI	TOTAL
Cdti 04	53990	2490	0	1922	358	527	64	59,351

Metallic paint \$1,250 as per Classic spec plus full leather, CD stacker \$495, trip computer, 6 air bags and climate control AC

75	New Price	Dealer Delivery	LCT	Stamp duty	CTP	REGO	P/PI	TOTAL
Club 04	59438	2490	1118	2250	358	527	64	66,245

Metallic paint \$1,250 as per Cdti spec plus Electric memory seats, Sunroof, MP3 player and CD Stacker

75	New Price	Dealer Delivery	LCT	Stamp duty	CTP	REGO	P/PI	TOTAL
Connoisseur 04	67586	2490	2970	2750	358	527	64	76,745

Metallic paint \$1490 as per Club spec but inclusive of 8 speaker stereo, front foglights, rear parking sensors, Satellite Navigation, heated memory power seats, sunroof, colour TV, wooden steering wheel, electric rear blind, traction control.