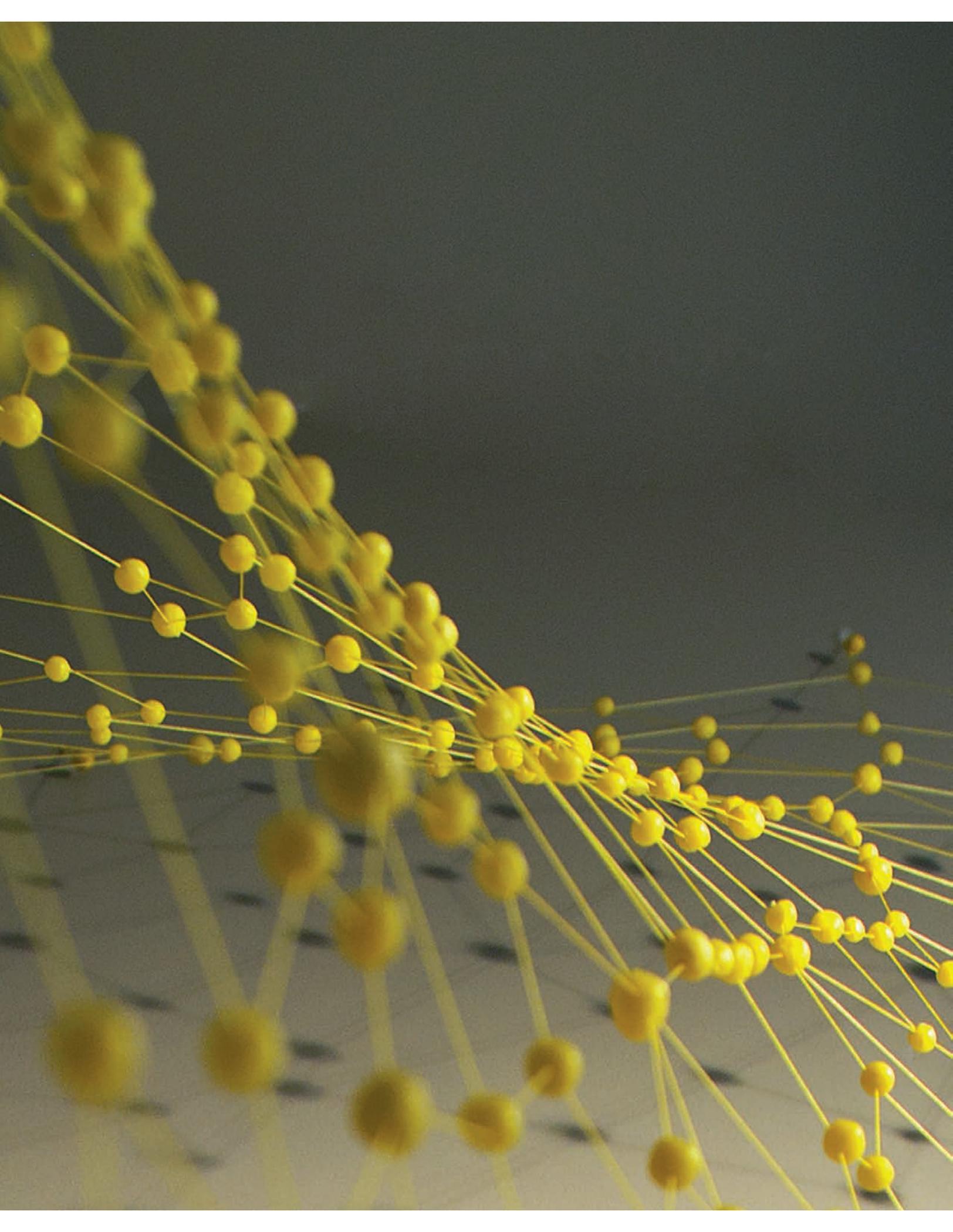




**SOUTH ASIAN MODERN  
+ CONTEMPORARY ART**

New York 14 September 2016

CHRISTIE'S



# SOUTH ASIAN MODERN + CONTEMPORARY ART

**WEDNESDAY 14 SEPTEMBER 2016**

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Front Cover: 609  
Back Cover: 695  
Inside Front: 700D  
Index: 677

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21/06/16

## AUCTION

Wednesday 14 September 2016  
at 10.00 am (Lots 601-700D)

20 Rockefeller Plaza  
New York, NY 10020

## VIEWING

Friday	9 September	10.00 am - 5.00 pm
Saturday	10 September	10.00 am - 5.00 pm
Sunday	11 September	1.00 pm - 5.00 pm
Monday	12 September	10.00 am - 5.00 pm
Tuesday	13 September	10.00 am - 2.00 pm

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William Robinson (#2017522)

## AUCTION CODE AND NUMBER

In sending absentee bids or making enquiries, this sale should be referred to as SYED-12174

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[50]

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**14 SEPTEMBER**  
**SOUTH ASIAN MODERN  
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**20 OCTOBER**  
**ART OF THE ISLAMIC  
AND INDIAN WORLDS**  
LONDON, KING STREET

**21 OCTOBER**  
**ART OF THE ISLAMIC  
AND INDIAN WORLDS**  
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KENSINGTON

**25 OCTOBER**  
**ANTIQUITIES**  
NEW YORK

**29 NOVEMBER-  
9 DECEMBER**  
**ANCIENT JEWELRY**  
ONLINE

**7 DECEMBER**  
**ANTIQUITIES**  
LONDON, KING STREET

**13 DECEMBER**  
**ART D'AFRIQUE,  
D'OCÉANIE ET  
D'AMÉRIQUE DU NORD**  
PARIS

**18 DECEMBER**  
**THE INDIA SALE**  
MUMBAI

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## THE GERMINATION PROJECT: BUILDING THE FUTURE OF PHILADELPHIA



The New York Stock Exchange hosts the 2015 class of Germination Project Student Fellows

Collectors, philanthropists and cultural ambassadors, Pamela and Ajay Raju are model citizens. In the spirit of civic engagement, the Rajus established the Pamela and Ajay Raju Foundation to support those organizations and initiatives with the most impact, ingenuity and long-range vision for the advancement and development of Philadelphia.

Among the Raju Foundation's principal enterprises is the Germination Project, a non-profit, catalytic incubator for Philadelphia's next generation of civic leaders, drawn from the best and brightest of Philadelphia's high school students.

The Germination Project's mission is to create a self-sustaining ecosystem of leadership to transform Philadelphia into a global force in policy, commerce and culture. Students are selected to participate in a leadership training program developed in collaboration with The Wharton School of the University of Pennsylvania and the Wharton Social Impact Initiative. After graduating from college, students who participate in the program agree to return to Philadelphia to live and work. Through institutional partnerships with

universities, healthcare organizations and technology firms, the Germination Project empowers its fellows both with the skills to build careers in a changing economic landscape, and with a sense of civic duty to deploy those skills for the benefit of Philadelphia's underserved communities.

A hallmark initiative of the Germination Project is the IntXchange, a transnational art-advocacy network dedicated to forging a new arts and culture exchange between the Eastern World and the West. Through the deployment of institutional resources like the Philadelphia Museum of Art, Philadelphia Fringe Arts, the Philadelphia Orchestra and Opera Philadelphia, IntXchange seeks to fortify a relationship of reciprocal awareness, support and binary collaboration between two seemingly disparate arts communities. For Germination Project Fellows, the IntXchange offers an experiential arts education led by experts from the Philadelphia Museum of Art, and a diverse consortium of artists from the U.S. and India alike. The pedagogical goal of the IntXchange is to create, within the ranks of Germination Project's student fellow alumni, a leadership class of cultural ambassadors

equipped to enrich and strengthen Philadelphia's global relationships.

Atul Dodiya was the featured artist from India in the inaugural edition of the IntXchange's biennial program in 2013. The program soon caught the imagination of other leading artists from South Asia. Jitish Kallat was invited after Dodiya and the featured artist for 2016 is Ranjani Shettar. In support of the Germination Project, leading contemporary South Asian artists and patrons in the field, including A. Balasubramaniam (lot 695), Atul Dodiya (lot 697), Jitish Kallat (lot 700), Reena Kallat (lot 699), Rashid Rana (lot 700B), and Ranjani Shettar (lot 700D), came together and donated works to the Pamela and Ajay Raju Foundation. DAG Modern has generously donated several works toward the cause. It is the collective belief that what a couple has single-handedly achieved can only get stronger with the support of some of the biggest names in the South Asian art world to ensure the future of the Germination Project, to build better citizens and create a bridge between the East and West through art.

The entire proceed raised from the sale of lots 695-700D will benefit the Germination Project.



Atul Dodiya with Pamela and Ajay Raju

695

**A. BALASUBRAMANIAM (B. 1971)**

*Hidden Sight*

fiberglass, acrylic and wood

22¾ x 20½ x 3 in. (57.8 x 52.1 x 7.6 cm.)

Executed in 2007

number two from an edition of three

\$40,000-60,000

**PROVENANCE:**

Donated anonymously to the Pamela and  
Ajay Raju Foundation

**EXHIBITED:**

New York, Talwar Gallery,

*A. Balasubramaniam*, 2007

Tokyo, Mori Art Museum, *Chalo! India: A New Era  
of Indian Art*, 2008

Seoul, National Museum of Contemporary Art,  
*Chalo! India: A New Era of Indian Art*, 2009

Klosterneuburg, Essl Museum, *Chalo! India:  
A New Era of Indian Art*, 2009

Washington, D.C., The Phillips Collection,  
*Sk(in)*, 2011

**LITERATURE:**

*Chalo! India: A New Era of Indian Art*, exhibition  
catalogue, Klosterneuburg, 2008, p. 42 (illustrated)

O. Sand, 'Artist Profile: A. Balasubramaniam', *Asian  
Art Newspaper*, London, October 2008,  
p. 4 (illustrated)

S. Pereira, 'A. Balasubramaniam', *Art in Asia*,  
November-December 2008  
(illustrated, unpaginated)

'Artists Dictionary', *Flash Art*, January-February  
2008, p. 110 (illustrated, unpaginated)

*Chalo! India: A New Era of Indian Art*, exhibition  
catalogue, Gyeonggido, 2009, p. 55 (illustrated)

(IN) BETWEEN, exhibition catalogue, New Delhi,  
2009, pp. 30-31 (illustrated)

D. Nath, 'A. Balasubramaniam: (IN) BETWEEN',  
*Art Asia Pacific*, May-June 2010, p. 147 (illustrated)

H. Sareen, 'Break the Cycle of Seeing: Indian  
Minimalism', *Art Asia Pacific*, September-October  
2011, p. 103 (illustrated)

D. Nath, 'Do you know what you see? The Art of A.  
Balasubramaniam', *Harper's Bazaar India*,  
New Delhi, January 2012, p. 142 (illustrated)

S.K. Malhotra, 'Capturing Invisible Territories: A.  
Balasubramaniam', *Platform Magazine*, New Delhi,  
January-February 2012, p. 43 (illustrated)

*Intersections @ 5: Contemporary Art Projects at the  
Phillips*, exhibition catalogue, Washington, D.C.,  
2015, p. 34 (illustrated)



Testing the boundaries of materiality and perception for more than ten years, Alwar Balasubramaniam's body of work has established him as an important artistic and intellectual force on the global stage. The artist uses a diverse range of materials including silicone, iron, bronze, stone and fiberglass in his work to tackle and even contravene fundamental questions about the limits of human observation. His sculptural transcriptions of negative spaces and natural processes, forces and phenomena like breath, shadows and gravity dismantle customary conceptions of sculpture and form by realizing the immaterial and intangible.

"For over a decade now Balasubramaniam has kept pushing our limits of perception, understanding of material and experience of space. The phenomenons created by him reveal the omnipresent but invisible, the strong yet unnoticed, the essential yet overlooked. An encounter with his works discloses not just the world surrounding us but also the world within us. Bala allows us to transgress the boundaries between elements, as they connect and converge into one another, questioning the submissiveness of our consciousness to them and in process their foundation." (D. Talwar, 'The Art of Nothingness', (IN)Between, Delhi, 2010, unpaginated)



THE GERMINATION PROJECT: BUILDING THE FUTURE OF PHILADELPHIA  
(LOTS 695-700D SOLD TO BENEFIT THE GERMINATION PROJECT)



696

**696**  
**N.N. RIMZON (B. 1957)**

*Untitled*

brass  
13½ x 13½ x 10½ in. (34.3 x 34.3 x 26.7 cm.)

\$5,000-7,000

**PROVENANCE:**

Donated by DAG Modern to the Pamela and Ajay Raju Foundation

**697**  
**ATUL DODIYA (B. 1959)**

*Ity and Rietveld*

watercolor on paper  
40 x 26 in. (101.6 x 66 cm.)

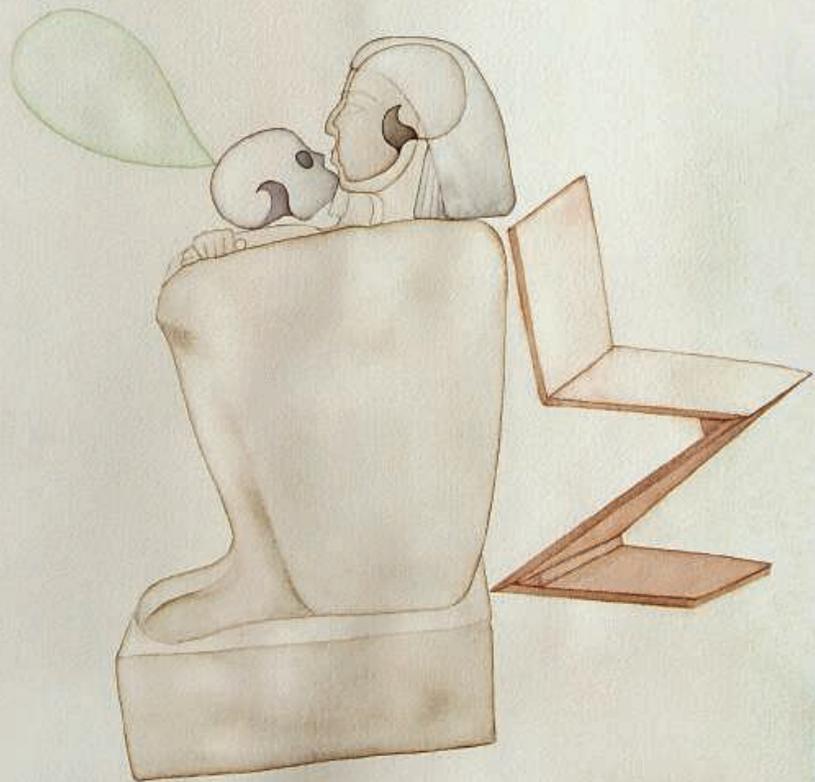
Executed in 2007

\$15,000-20,000

**PROVENANCE:**

Donated by the artist to the Pamela and Ajay Raju Foundation

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THE GERMINATION PROJECT: BUILDING THE FUTURE OF PHILADELPHIA  
(LOTS 695-700D SOLD TO BENEFIT THE GERMINATION PROJECT)



698

**698**  
**AVINASH CHANDRA (1931-1991)**  
*Untitled*

tempera and ink on board; triptych  
31¾ x 65 in. (80.5 x 165.1 cm.) overall  
\$15,000-20,000

**PROVENANCE:**  
Donated by DAG Modern to the Pamela and  
Ajay Raju Foundation

**699**  
**REENA SAINI KALLAT (B. 1973)**  
*Saline Notations*

digital prints on Hahnemuhle Photorag archival paper  
28 x 28 in. (71.1 x 71.1 cm.) each  
Executed in 2015; four prints; number three from an edition of  
five plus artist's proof (4)  
\$10,000-15,000

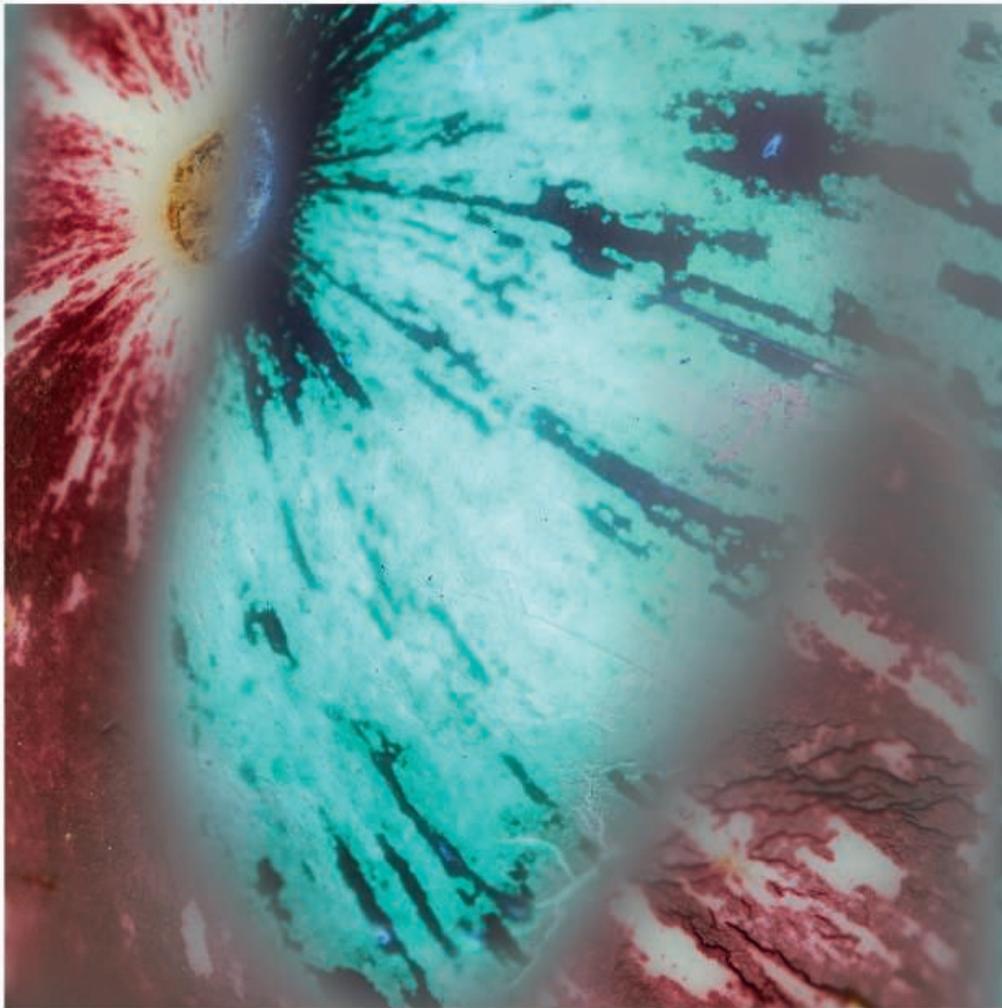
**PROVENANCE:**  
Donated by the artist to the Pamela and Ajay Raju Foundation

Reena Kallat has worked with salt in various contexts, occasionally within her sculptural practice as metaphor for sustenance, but also to write transient texts on the beachfront, wherein the text manifests briefly, soon to be absorbed back by the sea, often as a gesture of what she calls 'resistance against forgetting'.

In these photographs, poems by women writers from India, that Kallat has inscribed in salt are translations from regional languages such as Urdu, Gujarati and Telugu into English. The text based works have an element of surrender, their submission to the variables of nature incorporates time as a crucial element of the production of the work. The artist works collaboratively keeping in mind tidal calendars and sunset timings, which form an unseen and unlikely backdrop to the fleeting presence of the salt.



THE GERMINATION PROJECT: BUILDING THE FUTURE OF PHILADELPHIA  
(LOTS 695-700D SOLD TO BENEFIT THE GERMINATION PROJECT)

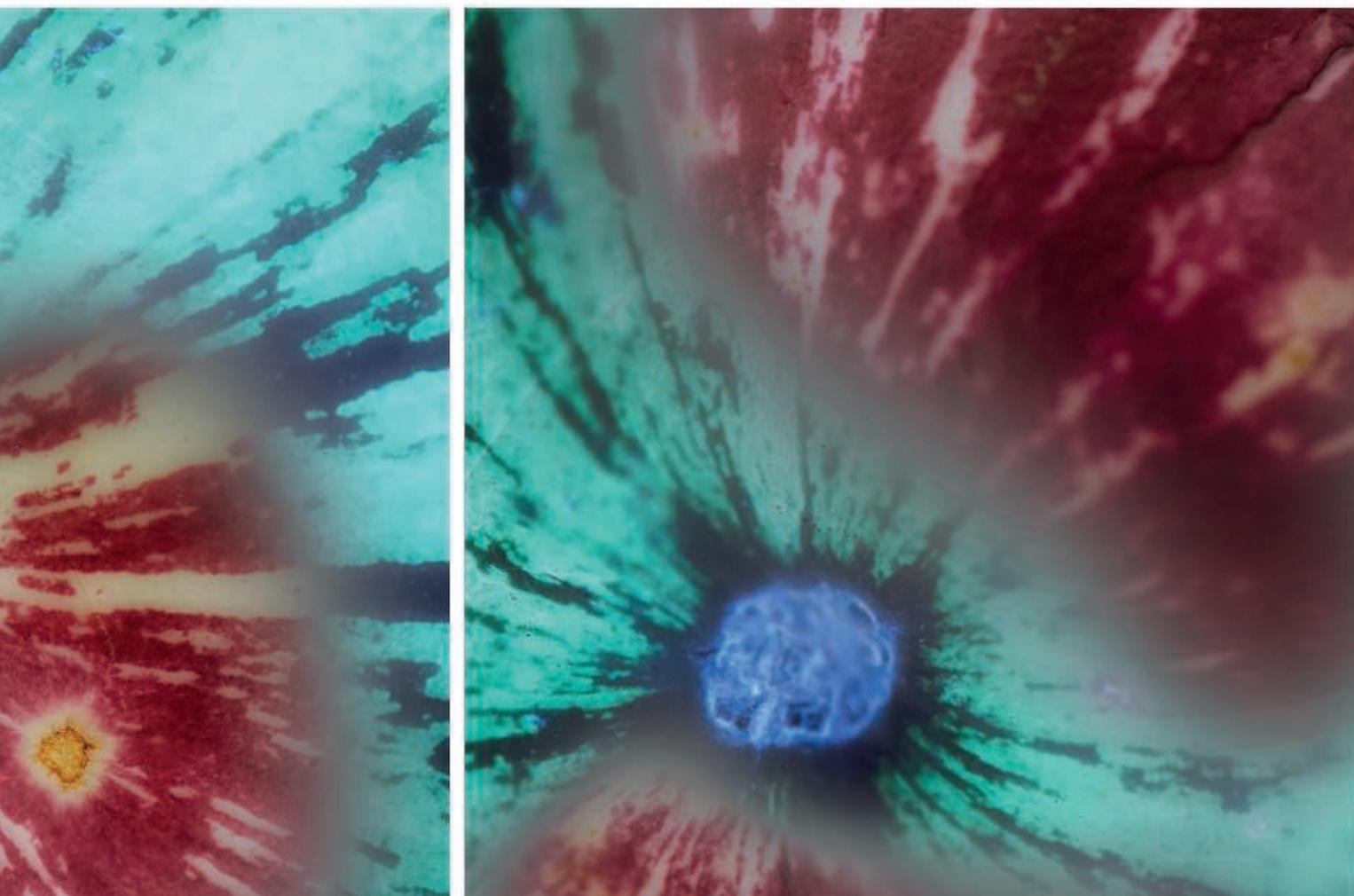


**700**  
**JITISH KALLAT (B. 1974)**  
*Sightings Gen-Aub-D28M6Y2016*  
lenticular print ; triptych  
45 x 45 in. (114.3 x 114.3 cm.) each  
45 x 135 in. (114.3 x 342.9 cm.) overall  
Executed in 2016  
\$40,000-60,000

**PROVENANCE:**  
Donated by the artist to the Pamela and Ajay Raju Foundation



The artist with Ajay Raju at the opening of *Jitish Kallat: Covering Letter*. The Raju Foundation has donated *Covering Letter* to the permanent collection of the contemporary arts department, Philadelphia Museum of Art. *Covering Letter* will be on view at the museum from November 2016-April 2017.



In his most recent works, like this three-part lenticular photopiece, Jitish Kallat plays with scale and perception to elicit and explore the cosmos. Close-up images of the skins of fruit and vegetables are enlarged and paired with their negative images, shifting slowly with the viewers gaze to appear like records of interplanetary phenomena or maps of distant galaxies.

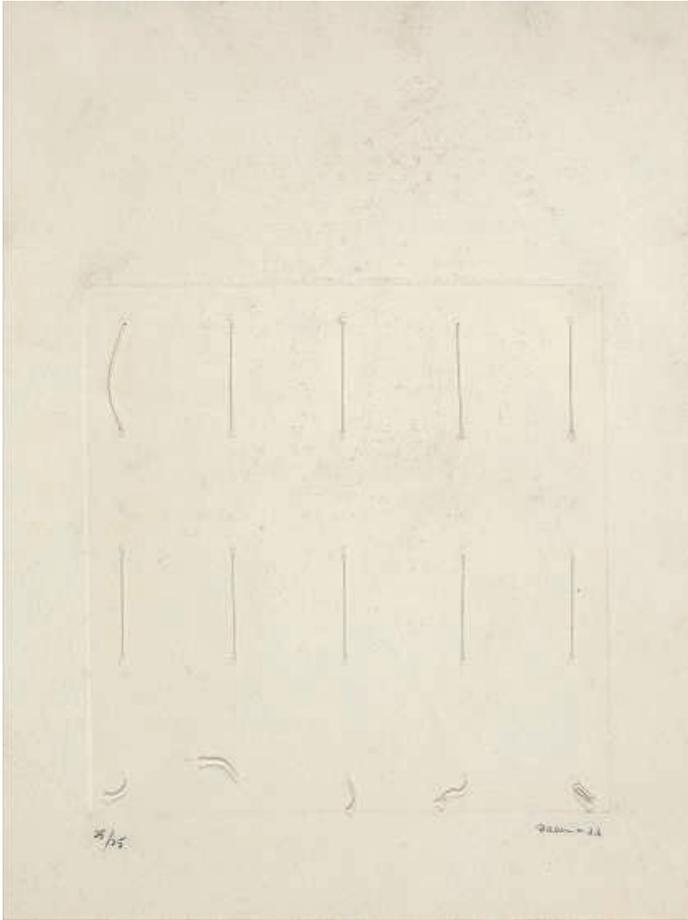
Cleverly conflating micro with macro and terrestrial with celestial, this series of prints “have extended names like *Sightings D9M4Y2015* or *D19M12Y2015*, which might sound like they are from the notebook of an astrophysicist, but these are actually dates on which I went to Pali Naka market and bought fruits. These are close-up pictures of blueberries or apples or oranges;

each print also has its own negative. So you see the actual image of the surface of a melon or guava, but also its inverse where it begins to reveal an intergalactic space...as if the fruit were a momentary photograph of the deep space from where it has come. In other prints, it evokes the insides of the human body. *Sightings* simultaneously points to a world of small scales, illegible to our eyes, even as it invokes the world of great distances beyond human comprehension. Both are registered in plain sight on objects such as fruits, that emerge from starlight and become our bodies once consumed.” (Artist statement, K. Kaur, ‘Parallel reality’, *Live Mint*, 23 January 2016)

Writing about this series of works, Natasha Ginwalla notes, “Through Kallat we experience art as an instrument

of storytelling and translation that intrinsically connects with an array of knowledge systems such that the rationality of science and the aesthetic condition are bound up in an experimental conversation animating micro and macrocosmic perceptions of reality. For example, in *Sightings* [...] an alchemical relation is formed between the close-up surface of fruits, ostensibly captured as a forensic exercise on daily consumption, and an inversed appearance as celestial skins akin to planetary nebulae and the birth of stars. The ubiquitous fruit thus becomes entwined with a galactic horizon through the artist’s photographic interventions.” (N. Ginwalla, ‘Jitish Kallat’s Observations Span the Everyday and the Cosmos’, *The Wire*, 20 February 2016)

THE GERMINATION PROJECT: BUILDING THE FUTURE OF PHILADELPHIA  
(LOTS 695-700D SOLD TO BENEFIT THE GERMINATION PROJECT)



700A

**700A**  
**ZARINA (B. 1937)**  
*Untitled*

signed, dated and numbered 'Zarina 73  
25/25' (lower edge)  
blind embossing with string on Indian  
handmade paper  
10 $\frac{5}{8}$  x 10 $\frac{1}{2}$  in. (27.2 x 26.7 cm.)  
Executed in 1973; number twenty-five  
from an edition of twenty-five  
**\$4,000-6,000**

**PROVENANCE:**  
Donated by DAG Modern to the Pamela  
and Ajay Raju Foundation

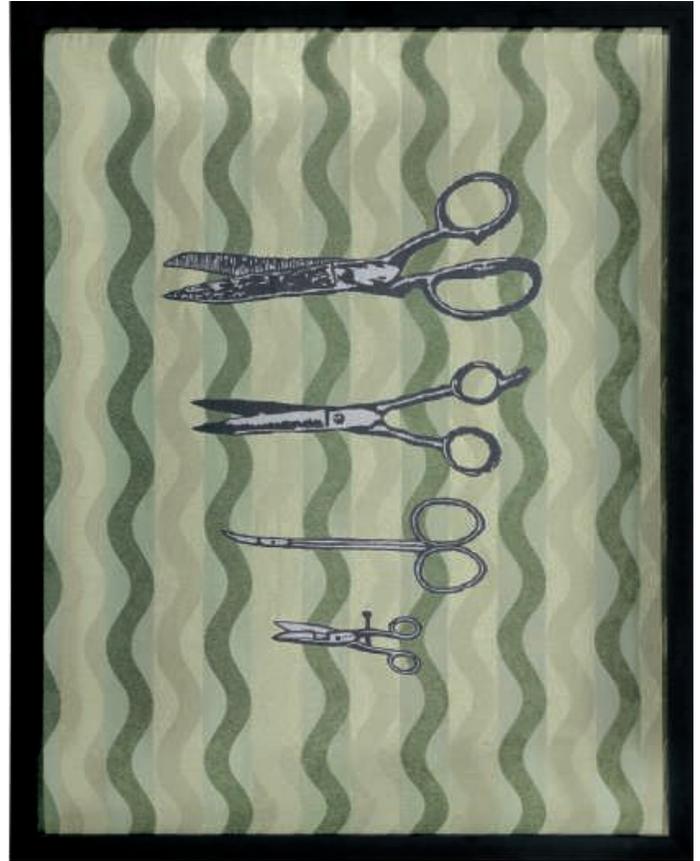


700B

**700B**  
**RASHID RANA (B. 1968)**  
*War Within 3*

c print + DIASEC  
7 $\frac{7}{8}$  x 10 $\frac{1}{4}$  in. (20 x 26 cm.)  
Executed in 2015-16; from an edition  
of 20  
**\$3,500-5,000**

**PROVENANCE:**  
Donated by the artist to the Pamela and  
Ajay Raju Foundation



**700C**

**ANJU DODIYA (B. 1964)**

*Victor*

watercolor, charcoal and pastel on paper  
embroidery on mattress

56¾ x 44 in. (143.2 x 111.8 cm.)

55¼ x 43¾ in. (140.3 x 110.2 cm.)

Executed in 2007

(2)

\$25,000-35,000

**PROVENANCE:**

Donated anonymously to the Pamela and  
Ajay Raju Foundation  
Bodhi Art Gallery, Mumbai  
Sotheby's New York, 19 March 2014,  
lot 299

**EXHIBITED:**

Baroda, Lakshmi Vilas Palace, *Throne of  
Frost: Anju Dodiya*, March 2007  
Mumbai, Bodhi Art, *Throne of Frost:  
Anju Dodiya*, April-May 2007

**LITERATURE:**

*Throne of Frost: Anju Dodiya*, exhibition  
catalogue, 2007, pp.50-52 (illustrated)  
Bousteau, *Made by Indians*, France, 2007,  
p. 175 (illustrated)  
Y. Dalmia, *Journeys: Four Generations of  
Indian Artists in Their Own Words*, vol. II,  
New Delhi, 2011, p. 198 (illustrated)

Anju Dodiya's work comes loaded with poetic symbolism, cross-pollinated by references from a broad array of cultures, media and historical periods, from classical Medieval and Renaissance paintings and tapestries to Japanese Uki-e prints and the films of Ingmar Bergman. Her meticulous paintings depict dream-like, mysterious scenes, in which Dodiya or one of her alter egos is often the main protagonist, finding her way through dramatic, archetypal narratives that are sometimes whimsical, sometimes terrifying and violent.

*Victor* was first displayed in the 2007 site-specific exhibition *Throne of Frost* at the Durbar Hall of Lakshmi Vilas Palace in Baroda. The works in the show, comprising a watercolour and charcoal painting on paper with an embroidered mattress behind it, were displayed as a free-standing rectangular enclosure with the paintings facing inward and the mattresses facing the viewer. Within the formation lay shards of broken mirrors reflecting the paintings and the opulent décor of Durbar Hall.



*Throne of Frost: Anju Dodiya, Baroda, Lakshmi Vilas Palace, exhibition view with lot 695, March 2007*

THE GERMINATION PROJECT: BUILDING THE FUTURE OF PHILADELPHIA  
(LOTS 695-700D SOLD TO BENEFIT THE GERMINATION PROJECT)

**700D**

**RANJANI SHETTAR (B. 1977)**

*Chrysalis*

hand-molded beeswax, thread, wooden beads

53 x 25 x 63¾ (134.6 x 63.5 x 161.9 cm.)

Executed in 2016

\$80,000-120,000

**PROVENANCE:**

Donated anonymously to the Pamela and Ajay Raju Foundation

*"I feel more comfortable working with three dimensions than with two. I want to be able to walk around what I am creating, feel the material and the space in which the work is taking shape, and enjoy the process. What I like is solving problems of space, material and balance, all of which are very physical aspects of the process of art-making."*

—Ranjani Shettar

"Ranjani Shettar's sculptures are often described as large. But although many of them stretch across a vast expanse, they tend mostly to float in rather than occupy space. Many of them hang

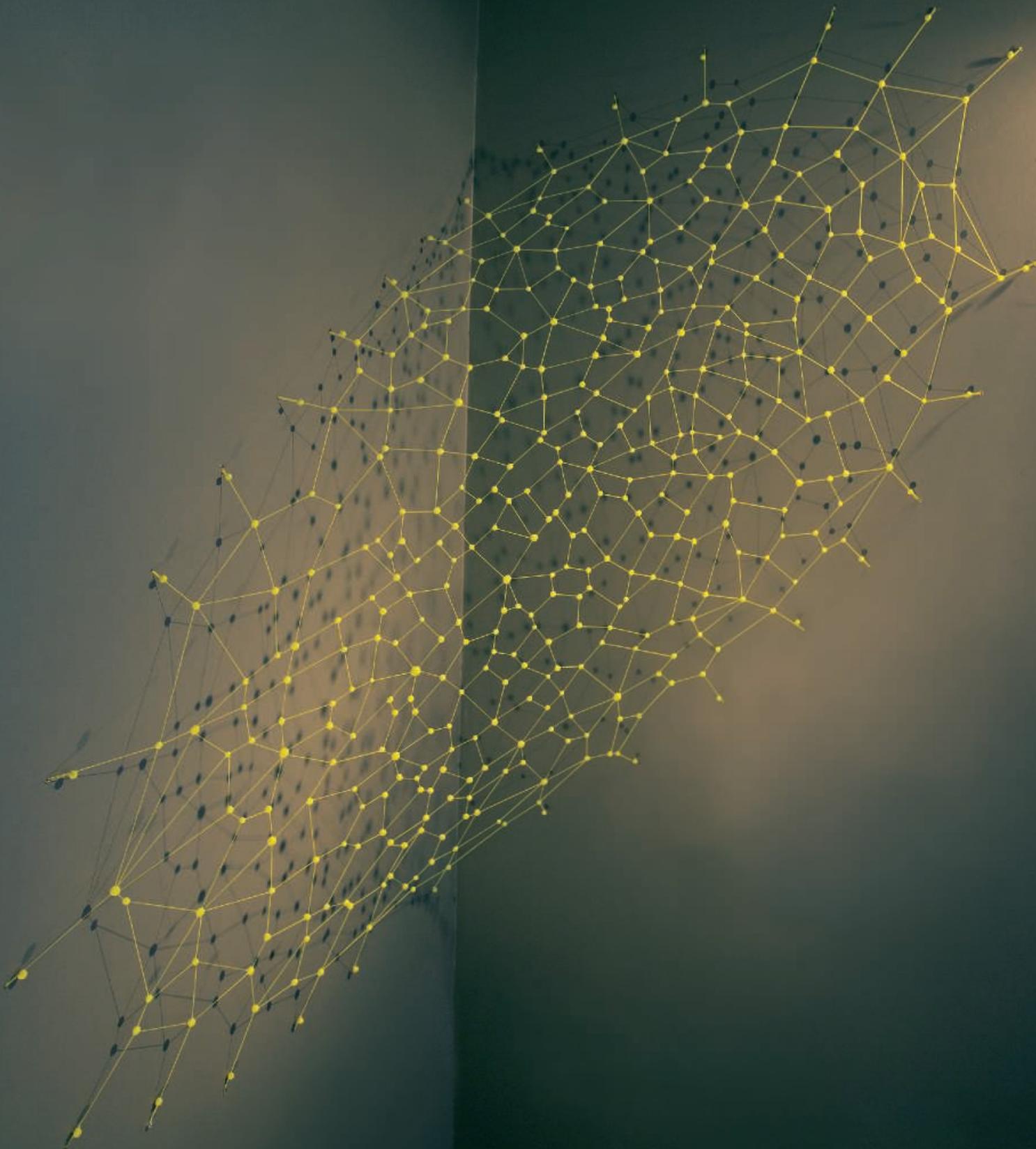


Ranjani Shettar, *Just a Bit More*, on view, MoMA, New York, 2010; image courtesy Talwar Gallery. Part of the permanent collection of the MoMA.

mid-air, casting deep and sinuous shadows around themselves. Gauzy and delicate, they cling to walls and ceilings and remain inexplicably taut and upright. You walk in and round the works and, although briefly, inhabit their unique atmosphere. As a viewer you are struck by Shettar's play with light as with her understanding of the extents of gravity. Her preferred materials – beeswax, wood, stone, tamarind seed paste, saw dust – are all sourced from her immediate surroundings and range from the mundane to the unexpected. It is evident that she enjoys working with organic elements. Even her works, which don't directly emulate nature, somehow induce connections with the natural world." (P. Ray, 'Inside Outside', *Arts Illustrated*, April – May 2015, p. 43)

As a leading contemporary artist from India, Shettar's work has attracted a wide, international audience. She has exhibited alongside many major

artists including A. Balasubramaniam, Alexander Calder, Mona Hatoum, Eva Hesse, Sol Lewitt, Agnes Martin and Nasreen Mohamedi. Her work has been the subject of several museum exhibitions including solo shows at The Institute of Contemporary Art (ICA), Boston, MA (2008); The Modern Art Museum, Fort Worth, TX (2008-9); The San Francisco Museum of Modern Art (SFMOMA) (2009); and National Gallery of Victoria, Melbourne, Australia (2011). Her works have also been featured in exhibitions at the Museum of Modern Art (MoMA), NY (2010); Kiran Nadar Museum, New Delhi (2011, 2012, 2013), 5th Moscow Biennale (2013) 9th Lyon Biennial, France (2007); 8th Sharjah Biennial (2007); Wexner Center, OH (2005) and The Walker Art Center, MN (2003). In 2012, in collaboration with The Museum of Modern Art (MoMA), New York the artist created *Varsha*, a limited edition artist book featuring original text by Anita Desai.



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(b) Our description of any **lot** in the catalogue, any **condition** report and any other statement made by us (whether orally or in writing) about any **lot**, including about its nature or **condition**, artist, period, materials, approximate dimensions, or **provenance** are our opinion and not to be relied upon as a statement of fact. We do not carry out in-depth research of the sort carried out by professional historians and scholars. All dimensions and weights are approximate only.

### 2 OUR RESPONSIBILITY FOR OUR DESCRIPTION OF LOTS

We do not provide any guarantee in relation to the nature of a **lot** apart from our **authenticity warranty** contained in paragraph E2 and to the extent provided in paragraph I below.

### 3 CONDITION

(a) The **condition** of **lots** sold in our auctions can vary widely due to factors such as age, previous damage, restoration, repair and wear and tear. Their nature means that they will rarely be in perfect **condition**. **Lots** are sold "as is," in the **condition** they are in at the time of the sale, without any representation or warranty or assumption of liability of any kind as to **condition** by Christie's or by the seller.

(b) Any reference to **condition** in a catalogue entry or in a **condition** report will not amount to a full description of condition, and images may not show a **lot** clearly. Colours and shades may look different in print or on screen to how they look on physical inspection. **Condition** reports may be available to help you evaluate the **condition** of a **lot**. **Condition** reports are provided free of charge as a convenience to our buyers and are for guidance only. They offer our opinion but they may not refer to all faults, inherent defects, restoration, alteration or adaptation because our staff are not professional restorers or conservators. For that reason **condition** reports are not an alternative to examining a **lot** in person or seeking your own professional advice. It is your responsibility to ensure that you have requested, received and considered any **condition** report.

### 4 VIEWING LOTS PRE-AUCTION

(a) If you are planning to bid on a **lot**, you should inspect it personally or through a knowledgeable representative before you make a bid to make sure that you accept the description and its **condition**. We recommend you get your own advice from a restorer or other professional adviser.

(b) Pre-auction viewings are open to the public free of charge. Our specialists may be available to answer questions at pre-auction viewings or by appointment.

### 5 ESTIMATES

**Estimates** are based on the **condition**, rarity, quality and **provenance** of the **lots** and on prices recently paid at auction for similar property. **Estimates** can change. Neither you, nor anyone else, may rely on any **estimates** as a prediction or guarantee of the actual selling price of a **lot** or its value for any other purpose. **Estimates** do not include the **buyer's premium** or any applicable taxes.

### 6 WITHDRAWAL

Christie's may, at its option, withdraw any **lot** from auction at any time prior to or during the sale of the **lot**. Christie's has no liability to you for any decision to withdraw.

### 7 JEWELLERY

(a) Coloured gemstones (such as rubies, sapphires and emeralds) may have been treated to improve their look, through methods such as heating and oiling. These methods are accepted by the international jewellery trade but may make the gemstone less strong and/or require special care over time.

(b) All types of gemstones may have been improved by some method. You may request a gemmological report for any item which does not have a report if the request is made to us at least three weeks before the date of the auction and you pay the fee for the report.

(c) We do not obtain a gemmological report for every gemstone sold in our auctions. Where we do get gemmological reports from internationally accepted gemmological laboratories, such reports will be described in the catalogue. Reports from American gemmological laboratories will describe any improvement or treatment to the gemstone. Reports from European gemmological laboratories will describe any improvement or treatment only if we request that they do so, but will confirm when no improvement or treatment has been made. Because of differences in approach and technology, laboratories may not agree whether a particular gemstone has been treated, the amount of treatment, or whether treatment is permanent. The gemmological laboratories will only report on the improvements or treatments known to the laboratories at the date of the report.

(d) For jewellery sales, **estimates** are based on the information in any gemmological report. If no report is available, assume that the gemstones may have been treated or enhanced.

### 8 WATCHES & CLOCKS

(a) Almost all clocks and watches are repaired in their lifetime and may include parts which are not original. We do not give a **warranty** that any individual component part of any watch is **authentic**. Watchbands described as "associated" are not part of the original watch and may not be **authentic**. Clocks may be sold without pendulums, weights or keys.

(b) As collectors' watches often have very fine and complex mechanisms, you are responsible for any general service, change of battery, or further repair work that may be necessary. We do not give a **warranty** that any watch is in good working order. Certificates are not available unless described in the catalogue.

(c) Most wristwatches have been opened to find out the type and quality of movement. For that reason, wristwatches with water resistant cases may not be waterproof and we recommend you have them checked by a competent watchmaker before use. Important information about the sale, transport and shipping of watches and watchbands can be found in paragraph H2(f).

### B REGISTERING TO BID

#### 1 NEW BIDDERS

(a) If this is your first time bidding at Christie's or you are a returning bidder who has not bought anything from any of our salerooms within the last two years you must register at least 48 hours before an auction begins to give us enough time to process and approve your registration. We may, at our option, decline to permit you to register as a bidder. You will be asked for the following:

(i) for individuals: Photo identification (driver's licence, national identity card, or passport) and, if not shown on the ID document, proof of your current address (for example, a current utility bill or bank statement);

(ii) for corporate clients: Your Certificate of Incorporation or equivalent document(s) showing your name and registered address together with documentary proof of directors and beneficial owners; and

(iii) for trusts, partnerships, offshore companies and other business structures, please contact us in advance to discuss our requirements.

(b) We may also ask you to give us a financial reference and/or a deposit as a condition of allowing you to bid. For help, please contact our Credit Department at +1 212-636-2490.

### 2 RETURNING BIDDERS

As described in paragraph B(1) above, we may at our option ask you for current identification, a financial reference, or a deposit as a condition of allowing you to bid. If you have not bought anything from any of our salerooms within the last two years or if you want to spend more than on previous occasions, please contact our Credit Department at +1 212-636-2490.

### 3 IF YOU FAIL TO PROVIDE THE RIGHT DOCUMENTS

If in our opinion you do not satisfy our bidder identification and registration procedures including, but not limited to completing any anti-money laundering and/or anti-terrorism financing checks we may require to our satisfaction, we may refuse to register you to bid, and if you make a successful bid, we may cancel the contract for sale between you and the seller.

### 4 BIDDING ON BEHALF OF ANOTHER PERSON

If you are bidding on behalf of another person, that person will need to complete the registration requirements above before you can bid, and supply a signed letter authorising you to bid for him/her. A bidder accepts personal liability to pay the **purchase price** and all other sums due unless it has been agreed in writing with Christie's, before commencement of the auction, that the bidder is acting as an agent on behalf of a named third party acceptable to Christie's and that Christie's will only seek payment from the named third party.

### 5 BIDDING IN PERSON

If you wish to bid in the saleroom you must register for a numbered bidding paddle at least 30 minutes before the auction. You may register online at [www.christies.com](http://www.christies.com) or in person. For help, please contact the Credit Department on +1 212-636-2490.

### 6 BIDDING SERVICES

The bidding services described below are a free service offered as a convenience to our clients and Christie's is not responsible for any error (human or otherwise), omission, or breakdown in providing these services.

#### (a) Phone Bids

Your request for this service must be made no later than 24 hours prior to the auction. We will accept bids by telephone for **lots** only if our staff are available to take the bids. If you need to bid in a language other than in English, you must arrange this well before the auction. We may record telephone bids. By bidding on the telephone, you are agreeing to us recording your conversations. You also agree that your telephone bids are governed by these Conditions of Sale.

#### (b) Internet Bids on Christie's LIVE™

For certain auctions we will accept bids over the Internet. Please visit [www.christies.com/livebidding](http://www.christies.com/livebidding) and click on the 'Bid Live' icon to see details of how to watch, hear and bid at the auction from your computer. In addition to these Conditions of Sale, internet bids are governed by the Christie's LIVE™ terms of use which are available on [www.christies.com](http://www.christies.com).

#### (c) Written Bids

You can find a Written Bid Form at the back of our catalogues, at any Christie's office, or by choosing the sale and viewing the **lots** online at [www.christies.com](http://www.christies.com). We must receive your completed Written Bid Form at least 24 hours before the auction. Bids must be placed in the currency of the saleroom. The auctioneer will take reasonable steps to carry out written bids at the lowest possible price, taking into account the **reserve**. If you make a written bid on a **lot** which does not have a **reserve** and there is no higher bid than yours, we will bid on your behalf at around 50% of the **low estimate** or, if lower, the amount of your bid. If we receive written bids on a **lot** for identical amounts, and at the auction these are the highest bids on the **lot**, we will sell the **lot** to the bidder whose written bid we received first.

## C AT THE SALE

### 1 WHO CAN ENTER THE AUCTION

We may, at our option, refuse admission to our premises or decline to permit participation in any auction or to reject any bid.

### 2 RESERVES

Unless otherwise indicated, all **lots** are subject to a **reserve**. We identify **lots** that are offered without **reserve** with the symbol • next to the **lot number**. The **reserve** cannot be more than the **lot's low estimate**.

### 3 AUCTIONEER'S DISCRETION

The auctioneer can at his or her sole option:

- refuse any bid;
- move the bidding backwards or forwards in any way he or she may decide, or change the order of the **lots**;
- withdraw any **lot**;
- divide any **lot** or combine any two or more **lots**;
- reopen or continue the bidding even after the hammer has fallen; and
- in the case of error or dispute and whether during or after the auction, to continue the bidding, determine the successful bidder, cancel the sale of the **lot**, or reoffer and resell any **lot**. If any dispute relating to bidding arises during or after the auction, the auctioneer's decision in exercise of this option is final.

### 4 BIDDING

The auctioneer accepts bids from:

- bidders in the saleroom;
- telephone bidders;
- internet bidders through Christie's LIVE™ (as shown above in paragraph B6); and
- written bids (also known as absentee bids or commission bids) left with us by a bidder before the auction.

### 5 BIDDING ON BEHALF OF THE SELLER

The auctioneer may, at his or her sole option, bid on behalf of the seller up to but not including the amount of the **reserve** either by making consecutive bids or by making bids in response to other bidders. The auctioneer will not identify these as bids made on behalf of the seller and will not make any bid on behalf of the seller at or above the **reserve**. If **lots** are offered without **reserve**, the auctioneer will generally decide to open the bidding at 50% of the **low estimate** for the **lot**. If no bid is made at that level, the auctioneer may decide to go backwards at his or her sole option until a bid is made, and then continue up from that amount. In the event that there are no bids on a **lot**, the auctioneer may deem such **lot** unsold.

### 6 BID INCREMENTS

Bidding generally starts below the **low estimate** and increases in steps (bid increments). The auctioneer will decide at his or her sole option where the bidding should start and the bid increments. The usual bid increments are shown for guidance only on the Written Bid Form at the back of this catalogue.

### 7 CURRENCY CONVERTER

The saleroom video screens (and Christie's LIVE™) may show bids in some other major currencies as well as US dollars. Any conversion is for guidance only and we cannot be bound by any rate of exchange used. Christie's is not responsible for any error (human or otherwise), omission or breakdown in providing these services.

### 8 SUCCESSFUL BIDS

Unless the auctioneer decides to use his or her discretion as set out in paragraph C3 above, when the auctioneer's hammer strikes, we have accepted the last bid. This means a contract for sale has been formed between the seller and the successful bidder. We will issue an invoice only to the registered bidder who made the successful bid. While we send out invoices by mail and/or email after the auction, we do not accept responsibility for telling you whether or not your bid was successful. If you have bid by written bid, you should contact us by telephone or in person as soon as possible after the auction to get details of the outcome of your bid to avoid having to pay unnecessary storage charges.

### 9 LOCAL BIDDING LAWS

You agree that when bidding in any of our sales that you will strictly comply with all local laws and regulations in force at the time of the sale for the relevant sale site.

## D THE BUYER'S PREMIUM AND TAXES

### 1 THE BUYER'S PREMIUM

In addition to the **hammer price**, the successful bidder agrees to pay us a **buyer's premium** on the **hammer price** of each **lot** sold. On all **lots** we charge 25% of the **hammer price** up to and including US\$100,000, 20% on that part of the **hammer price** over US\$100,000 and up to and including US\$2,000,000, and 12% of that part of the **hammer price** above US\$2,000,000.

## 2 TAXES

The successful bidder is responsible for any applicable tax including any sales or compensating use tax or equivalent tax wherever they arise on the **hammer price** and the **buyer's premium**. It is the successful bidder's responsibility to ascertain and pay all taxes due. Christie's may require the successful bidder to pay sales or compensating use taxes prior to the release of any purchased **lots** that are picked up in New York or delivered to locations in California, Florida, Illinois, New York, Pennsylvania, Rhode Island or Texas. Successful bidders claiming an exemption from sales tax must provide the appropriate documentation on file with Christie's prior to the release of the **lot**. For more information, please contact Purchaser Payments at +1 212 636 2496.

## E WARRANTIES

### 1 SELLER'S WARRANTIES

For each **lot**, the seller gives a **warranty** that the seller:

- is the owner of the **lot** or a joint owner of the **lot** acting with the permission of the other co-owners or, if the seller is not the owner or a joint owner of the **lot**, has the permission of the owner to sell the **lot**, or the right to do so in law; and
- has the right to transfer ownership of the **lot** to the buyer without any restrictions or claims by anyone else.

If either of the above **warranties** are incorrect, the seller shall not have to pay more than the **purchase price** (as defined in paragraph F1(a) below) paid by you to us. The seller will not be responsible to you for any reason for loss of profits or business, expected savings, loss of opportunity or interest, costs, damages, **other damages** or expenses. The seller gives no **warranty** in relation to any **lot** other than as set out above and, as far as the seller is allowed by law, all **warranties** from the seller to you, and all other obligations upon the seller which may be added to this agreement by law, are excluded.

### 2 OUR AUTHENTICITY WARRANTY

We warrant, subject to the terms below, that the **lots** in our sales are **authentic** (our "authenticity warranty"). If, within 5 years of the date of the auction, you satisfy us that your **lot** is not **authentic**, subject to the terms below, we will refund the **purchase price** paid by you. The meaning of **authentic** can be found in the glossary at the end of these Conditions of Sale. The terms of the **authenticity warranty** are as follows:

- It will be honoured for a period of 5 years from the date of the auction. After such time, we will not be obligated to honour the **authenticity warranty**.
- It is given only for information shown in **UPPERCASE type** in the first line of the **catalogue description** (the "**Heading**"). It does not apply to any information other than in the **Heading** even if shown in **UPPERCASE type**.
- The **authenticity warranty** does not apply to any **Heading** or part of a **Heading** which is **qualified**. **Qualified** means limited by a clarification in a **lot's catalogue description** or by the use in a **Heading** of one of the terms listed in the section titled **Qualified Headings** on the page of the catalogue headed "Important Notices and Explanation of Cataloguing Practice". For example, use of the term "ATTRIBUTED TO..." in a **Heading** means that the **lot** is in Christie's opinion probably a work by the named artist but no **warranty** is provided that the **lot** is the work of the named artist. Please read the full list of **Qualified Headings** and a **lot's full catalogue description** before bidding.
- The **authenticity warranty** applies to the **Heading** as amended by any **Saleroom Notice**.
- The **authenticity warranty** does not apply where scholarship has developed since the auction leading to a change in generally accepted opinion. Further, it does not apply if the **Heading** either matched the generally accepted opinion of experts at the date of the auction or drew attention to any conflict of opinion.

- The **authenticity warranty** does not apply if the **lot** can only be shown not to be **authentic** by a scientific process which, on the date we published the catalogue, was not available or generally accepted for use, or which was unreasonably expensive or impractical, or which was likely to have damaged the **lot**.

- The benefit of the **authenticity warranty** is only available to the original buyer shown on the invoice for the **lot** issued at the time of the sale and only if the original buyer has owned the **lot** continuously between the date of the auction and the date of claim. It may not be transferred to anyone else.

- In order to claim under the **authenticity warranty** you must:

- give us written details, including full supporting evidence, of any claim within 5 years of the date of the auction;
- at Christie's option, we may require you to provide the written opinions of two recognised experts in the field of the **lot** mutually agreed by you and us in advance confirming that the **lot** is not **authentic**. If we have any doubts, we reserve the right to obtain additional opinions at our expense; and
- return the **lot** at your expense to the saleroom from which you bought it in the **condition** it was in at the time of sale.

- Your only right under this **authenticity warranty** is to cancel the sale and receive a refund of the **purchase price** paid by you to us. We will not, under any circumstances, be required to pay you more than the **purchase price** nor will we be liable for any loss of profits or business, loss of opportunity or value, expected savings or interest, costs, damages, **other damages** or expenses.

- Books**. Where the **lot** is a book, we give an **additional warranty** for 21 days from the date of the auction that any **lot** is defective in text or illustration, we will refund your **purchase price**, subject to the following terms:

- This **additional warranty** does not apply to:
  - the absence of blanks, half titles, tissue guards or advertisements, damage in respect of bindings, stains, spotting, marginal tears or other defects not affecting completeness of the text or illustration;
  - drawings, autographs, letters or manuscripts, signed photographs, music, atlases, maps or periodicals;
  - books not identified by title;
  - lots** sold without a printed **estimate**;
  - books which are described in the catalogue as sold not subject to return; or
  - defects stated in any **condition report** or announced at the time of sale.

- To make a claim under this paragraph you must give written details of the defect and return the **lot** to the sale room at which you bought it in the same **condition** as at the time of sale, within 21 days of the date of the sale.

- South East Asian Modern and Contemporary Art and Chinese Calligraphy and Painting**. In these categories, the **authenticity warranty** does not apply because current scholarship does not permit the making of definitive statements. Christie's does, however, agree to cancel a sale in either of these two categories of art where it has been proven the **lot** is a forgery. Christie's will refund to the original buyer the **purchase price** in accordance with the terms of Christie's Authenticity Warranty, provided that the original buyer notifies us with full supporting evidence documenting the forgery claim within twelve (12) months of the date of the auction. Such evidence must be satisfactory to us that the property is a forgery in accordance with paragraph E2(h)(ii) above and the property must be returned to us in accordance with E2h(iii) above. Paragraphs E2(b), (c), (d), (e), (f) and (g) and (i) also apply to a claim under these categories.

### F PAYMENT

#### 1 HOW TO PAY

- Immediately following the auction, you must pay the **purchase price** being:

- the **hammer price**; and
- the **buyer's premium**; and

- any applicable duties, goods, sales, use, compensating or service tax, or VAT.

Payment is due no later than by the end of the 7th calendar day following the date of the auction (the "**due date**").

- We will only accept payment from the registered bidder.

Once issued, we cannot change the buyer's name on an invoice or re-issue the invoice in a different name. You must pay immediately even if you want to export the **lot** and you need an export licence.

- You must pay for **lots** bought at Christie's in the United States in the currency stated on the invoice in one of the following ways:

- Wire transfer  
JP Morgan Chase Bank, N.A.,  
270 Park Avenue, New York, NY 10017;  
ABA# 021000021; FBO: Christie's Inc.;  
Account # 957-107978,  
for international transfers, SWIFT: CHASUS33.
- Credit Card.

We accept Visa, MasterCard, American Express and China Union Pay. A limit of \$50,000 for credit card payment will apply. This limit is inclusive of the **buyer's premium** and any applicable taxes. Credit card payments at the New York premises will only be accepted for New York sales. Christie's will not accept credit card payments for purchases in any other sale site.

To make a 'cardholder not present' (CNP) payment, you must complete a CNP authorisation form which you can get from our Post-Sale Services. You must send a completed CNP authorisation form by fax to +1 212 636 4939 or you can mail to the address below. Details of the conditions and restrictions applicable to credit card payments are available from our Post-Sale Services, whose details are set out in paragraph (d) below.

- Cash  
We accept cash payments (including money orders and traveller's checks) subject to a maximum global aggregate of US\$7,500 per buyer per year at our Post-Sale Services only
- Bank Checks  
You must make these payable to Christie's Inc. and there may be conditions.
- Checks  
You must make checks payable to Christie's Inc. and they must be drawn from US dollar accounts from a US bank.
- You must quote the sale number, your invoice number and client number when making a payment. All payments sent by post must be sent to: Christie's Inc. Post-Sale Services, 20 Rockefeller Center, New York, NY 10020.
- For more information please contact our Post-Sale Services by phone at +1 212 636 2650 or fax at +1 212 636 4939 or email PostSaleUS@christies.com.

### 2 TRANSFERRING OWNERSHIP TO YOU

You will not own the **lot** and ownership of the **lot** will not pass to you until we have received full and clear payment of the **purchase price**, even in circumstances where we have released the **lot** to you.

### 3 TRANSFERRING RISK TO YOU

The risk in and responsibility for the **lot** will transfer to you from whichever is the earlier of the following:

- When you collect the **lot**; or
- At the end of the 7th day following the date of the auction or, if earlier, the date the **lot** is taken into care by a third party warehouse as set out on the page headed 'Storage and Collection', unless we have agreed otherwise with you.

### 4 WHAT HAPPENS IF YOU DO NOT PAY

- If you fail to pay us the **purchase price** in full by the **due date**, we will be entitled to do one or more of the following (as well as enforce our rights under paragraph F5 and any other rights or remedies we have by law):
  - we can charge interest from the **due date** at a rate of up to 1.34% per month on the unpaid amount due;
  - we can cancel the sale of the **lot**. If we do this, we may sell the **lot** again, publicly or privately on such terms we shall think necessary or appropriate, in which case you must pay us any shortfall between the **purchase price** and the proceeds from the resale. You must also pay all costs, expenses, losses, damages and legal fees we have to pay or may suffer and any shortfall in the seller's commission on the resale;

- we can pay the seller an amount up to the net proceeds payable in respect of the amount bid by your default in which case you acknowledge and understand that Christie's will have all of the rights of the seller to pursue you for such amounts;

- we can hold you legally responsible for the **purchase price** and may begin legal proceedings to recover it together with other losses, interest, legal fees and costs as far as we are allowed by law;
- we can take what you owe us from any amounts which we or any company in the **Christie's Group** may owe you (including any deposit or other part-payment which you have paid to us);
- we can, at our option, reveal your identity and contact details to the seller;

- we can reject at any future auction any bids made by or on behalf of the buyer or to obtain a deposit from the buyer before accepting any bids;
- we can exercise all the rights and remedies of a person holding security over any property in our possession owned by you, whether by way of pledge, security interest or in any other way as permitted by the law of the place where such property is located. You will be deemed to have granted such security to us and we may retain such property as collateral security for your obligations to us; and

- we can take any other action we see necessary or appropriate.
- If you owe money to us or to another **Christie's Group** company, we can use any amount you do pay, including any deposit or other part-payment you have made to us, or which we owe you, to pay off any amount you owe to us or another **Christie's Group** company for any transaction.

## 5 KEEPING YOUR PROPERTY

If you owe money to us or to another **Christie's Group** company, as well as the rights set out in F4 above, we can use or deal with any of your property we hold or which is held by another **Christie's Group** company in any way we are allowed to by law. We will only release your property to you after you pay us or the relevant **Christie's Group** company in full for what you owe. However, if we choose, we can also sell your property in any way we think appropriate. We will use the proceeds of the sale against any amounts you owe us and we will pay any amount left from that sale to you. If there is a shortfall, you must pay us any difference between the amount we have received from the sale and the amount you owe us.

## G COLLECTION AND STORAGE

### 1 COLLECTION

Once you have made full and clear payment, you must collect the **lot** within 7 days from the date of the auction.

- You may not collect the **lot** until you have made full and clear payment of all amounts due to us.
- If you have paid for the **lot** in full but you do not collect the **lot** within 90 calendar days after the auction, we may sell it, unless otherwise agreed in writing. If we do this we will pay you the proceeds of the sale after taking our storage charges and any other amounts you owe us and any **Christie's Group** company.
- In accordance with New York law, if you have paid for the **lot** in full but you do not collect the **lot** within 180 calendar days of payment, we may charge you New York sales tax for the **lot**.
- Information on collecting **lots** is set out on an information sheet which you can get from the bidder registration staff or Christie's Cashier's Department at +1 212 636 2495.

### 2 STORAGE

- If you have not collected the **lot** within 7 days from the date of the auction, we or our appointed agents can:
  - charge you storage fees while the **lot** is still at our saleroom; or
  - remove the **lot** at our option to a warehouse and charge you all transport and storage costs
- Details of the removal of the **lot** to a warehouse, fees and costs are set out at the back of the catalogue on the page headed 'Storage and Collection'. You may be liable to our agent directly for these costs.

## H TRANSPORT AND SHIPPING

### 1 SHIPPING

We will enclose a transport and shipping form with each invoice sent to you. You must make all transport and shipping arrangements. However, we can arrange to pack, transport, and ship your property if you ask us to and pay the costs of doing so. We recommend that you ask us for an estimate, especially for any large items or items of high value that need professional packing. We may also suggest other handlers, packers, transporters, or experts if you ask us to do so. For more information, please contact Christie's Post-Sale Services at +1 212 636 2650. See the information set out at [www.christies.com/shipping](http://www.christies.com/shipping) or contact us at PostSaleUS@christie.com. We will take reasonable care when we are handling, packing, transporting, and shipping a. However, if we recommend another company for any of these purposes, we are not responsible for their acts, failure to act, or neglect.

### 2 EXPORT AND IMPORT

Any **lot** sold at auction may be affected by laws on exports from the country in which it is sold and the import restrictions of other countries. Many countries require a declaration of export for property leaving the country and/or an import declaration on entry of property into the country. Local laws may prevent you from importing a **lot** or may prevent you selling a **lot** in the country you import it into.

(a) You alone are responsible for getting advice about and meeting the requirements of any laws or regulations which apply to exporting or importing any **lot** prior to bidding. If you are refused a licence or there is a delay in getting one, you must still pay us in full for the **lot**. We may be able to help you apply for the appropriate licences if you ask us to and pay our fee for doing so. However, we cannot guarantee that you will get one. For more information, please contact Christie's Art Transport Department at +1 212 636 2480. See the information set out at [www.christies.com/shipping](http://www.christies.com/shipping) or contact us at ArtTransportNY@christies.com.

(b) **Endangered and protected species**  
**Lots** made of or including (regardless of the percentage) endangered and other protected species of wildlife are marked with the symbol ~ in the catalogue. This material includes, among other things, ivory, tortoiseshell, crocodile skin, rhinoceros horn, whalebone certain species of coral, and Brazilian rosewood. You should check the relevant customs laws and regulations before bidding on any **lot** containing wildlife material if you plan to import the **lot** into another country. Several countries refuse to allow you to import property containing these materials, and some other countries require a licence from the relevant regulatory agencies in the countries of exportation as well as importation. In some cases, the **lot** can only be shipped with an independent scientific confirmation of species and/or age, and you will need to obtain these at your own cost.

(c) **Lots containing Ivory or materials resembling ivory**  
If a **lot** contains elephant ivory, or any other wildlife material that could be confused with elephant ivory (for example, mammoth ivory, walrus ivory, helmeted hornbill ivory) you may be prevented from exporting the **lot** from the US or shipping it between US States without first confirming its species by way of a rigorous scientific test acceptable to the applicable Fish and Wildlife authorities. You will buy that **lot** at your own risk and be responsible for any scientific test or other reports required for export from the USA or between US States at your own cost. We will not be obliged to cancel your purchase and refund the **purchase price** if your **lot** may not be exported, imported or shipped between US States, or it is seized for any reason by a government authority. It is your responsibility to determine and satisfy the requirements of any applicable laws or regulations relating to interstate shipping, export or import of property containing such protected or regulated material.

(d) **Lots of Iranian origin**  
Some countries prohibit or restrict the purchase, the export and/or import of Iranian-origin "works of conventional craftsmanship" (works that are not by a recognized artist and/or that have a function, (for example: carpets, bowls, ewers, tiles, ornamental boxes). For example, the USA prohibits the import

and export of this type of property without a license issued by the US Department of the Treasury, Office of Foreign Assets Control. Other countries, such as Canada, only permit the import of this property in certain circumstances. As a convenience to buyers, Christie's indicates under the title of a **lot** if the **lot** originates from Iran (Persia). It is your responsibility to ensure you do not bid on or import a **lot** in contravention of the sanctions or trade embargoes that apply to you.

(f) **Gold**  
Gold of less than 18ct does not qualify in all countries as 'gold' and may be refused import into those countries as 'gold'.

(g) **Watches**  
Many of the watches offered for sale in this catalogue are pictured with straps made of endangered or protected animal materials such as alligator or crocodile. These **lots** are marked with the symbol ~ in the catalogue. These endangered species straps are shown for display purposes only and are not for sale. Christie's will remove and retain the strap prior to shipment from the sale site. At some sale sites, Christie's may, at its discretion, make the displayed endangered species strap available to the buyer of the **lot** free of charge if collected in person from the sale site within 1 year of the date of the auction. Please check with the department for details on a particular **lot**.

For all symbols and other markings referred to in paragraph H2, please note that **lots** are marked as a convenience to you, but we do not accept liability for errors or for failing to mark **lots**.

## I OUR LIABILITY TO YOU

(a) We give no **warranty** in relation to any statement made, or information given, by us or our representatives or employees, about any **lot** other than as set out in the **authenticity warranty** and, as far as we are allowed by law, all **warranties** and other terms which may be added to this agreement by law are excluded. The seller's **warranties** contained in paragraph E1 are their own and we do not have any liability to you in relation to those **warranties**.

(b) (i) We are not responsible to you for any reason (whether for breaking this agreement or any other matter relating to your purchase of, or bid for, any **lot**) other than in the event of fraud or fraudulent misrepresentation by us or other than as expressly set out in these conditions of sale; or  
(ii) give any representation, warranty or guarantee or assume any liability of any kind in respect of any **lot** with regard to merchantability, fitness for a particular purpose, description, size, quality, condition, attribution, authenticity, rarity, importance, medium, provenance, exhibition history, literature, or historical relevance. Except as required by local law, any warranty of any kind is excluded by this paragraph.

(c) In particular, please be aware that our written and telephone bidding services, Christie's LIVE™, **condition** reports, currency converter and saleroom video screens are free services and we are not responsible to you for any error (human or otherwise), omission or breakdown in these services.

(d) We have no responsibility to any person other than a buyer in connection with the purchase of any **lot**.  
(e) If, in spite of the terms in paragraphs I(a) to (d) or E2(j) above, we are found to be liable to you for any reason, we shall not have to pay more than the **purchase price** paid by you to us. We will not be responsible to you for any reason for loss of profits or business, loss of opportunity or value, expected savings or interest, costs, damages, or expenses.

## J OTHER TERMS

### 1 OUR ABILITY TO CANCEL

In addition to the other rights of cancellation contained in this agreement, we can cancel a sale of a **lot** if we reasonably believe that completing the transaction is, or may be, unlawful or that the sale places us or the seller under any liability to anyone else or may damage our reputation.

### 2 RECORDINGS

We may videotape and record proceedings at any

auction. We will keep any personal information confidential, except to the extent disclosure is required by law. However, we may, through this process, use or share these recordings with another **Christie's Group** company and marketing partners to analyse our customers and to help us to tailor our services for buyers. If you do not want to be videotaped, you may make arrangements to make a telephone or written bid or bid on Christie's LIVE™ instead. Unless we agree otherwise in writing, you may not videotape or record proceedings at any auction.

### 3 COPYRIGHT

We own the copyright in all images, illustrations and written material produced by or for us relating to a **lot** (including the contents of our catalogues unless otherwise noted in the catalogue). You cannot use them without our prior written permission. We do not offer any guarantee that you will gain any copyright or other reproduction rights to the **lot**.

### 4 ENFORCING THIS AGREEMENT

If a court finds that any part of this agreement is not valid or is illegal or impossible to enforce, that part of the agreement will be treated as being deleted and the rest of this agreement will not be affected.

### 5 TRANSFERRING YOUR RIGHTS AND RESPONSIBILITIES

You may not grant a security over or transfer your rights or responsibilities under these terms on the contract of sale with the buyer unless we have given our written permission. This agreement will be binding on your successors or estate and anyone who takes over your rights and responsibilities.

### 6 TRANSLATIONS

If we have provided a translation of this agreement, we will use this original version in deciding any issues or disputes which arise under this agreement.

### 7 PERSONAL INFORMATION

We will hold and process your personal information and may pass it to another **Christie's Group** company for use as described in, and in line with, our privacy policy at [www.christies.com](http://www.christies.com).

### 8 WAIVER

No failure or delay to exercise any right or remedy provided under these Conditions of Sale shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

### 9 LAW AND DISPUTES

This agreement, and any non-contractual obligations arising out of or in connection with this agreement, or any other rights you may have relating to the purchase of a **lot** will be governed by the laws of New York. Before we or you start any court proceedings (except in the limited circumstances where the dispute, controversy or claim is related to proceedings brought by someone else and this dispute could be joined to those proceedings), we agree we will each try to settle the dispute by mediation submitted to JAMS, or its successor, for mediation in New York. If the Dispute is not settled by mediation within 60 days from the date when mediation is initiated, then the Dispute shall be submitted to JAMS, or its successor, for final and binding arbitration in accordance with its Comprehensive Arbitration Rules and Procedures or, if the Dispute involves a non-U.S. party, the JAMS International Arbitration Rules. The seat of the arbitration shall be New York and the arbitration shall be conducted by one arbitrator, who shall be appointed within 30 days after the initiation of the arbitration. The language used in the arbitral proceedings shall be English. The arbitrator shall order the production of documents only upon a showing that such documents are relevant and material to the outcome of the Dispute. The arbitration shall be confidential, except to the extent

necessary to enforce a judgment or award disclosure is required by law. The arbitration award shall be final and binding on all parties involved. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. This arbitration and any proceedings conducted hereunder shall be governed by Title 9 (Arbitration) of the United States Code and by the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards of June 10, 1958.

### 10 REPORTING ON WWW.CHRISTIES.COM

Details of all **lots** sold by us, including **catalogue descriptions** and prices, may be reported on [www.christies.com](http://www.christies.com). Sales totals are **hammer price plus buyer's premium** and do not reflect costs, financing fees, or application of buyer's or seller's credits. We regret that we cannot agree to requests to remove these details from [www.christies.com](http://www.christies.com).

### K GLOSSARY

**authentic:** authentic : a genuine example, rather than a copy or forgery of:

- the work of a particular artist, author or manufacturer, if the **lot** is described in the **Heading** as being made of that artist, author or manufacturer;
- a work created within a particular period or culture, if the **lot** is described in the **Heading** as a work created during that period or culture;
- a work for a particular origin source if the **lot** is described in the **Heading** as being of that origin or source; or
- in the case of gems, a work which is made of a particular material, if the **lot** is described in the **Heading** as being made of that material.

**authenticity warranty:** the guarantee we give in this agreement that a **lot** is **authentic** as set out in paragraph E2 of this agreement.

**buyer's premium:** the charge the buyer pays us along with the **hammer price**.

**catalogue description:** the description of a **lot** in the catalogue for the auction, as amended by any saleroom notice.

**Christie's Group:** Christie's International Plc, its subsidiaries and other companies within its corporate group.

**condition:** the physical condition of a **lot**.

**due date:** has the meaning given to it paragraph F1(a).  
**estimate:** the price range included in the catalogue or any saleroom notice within which we believe a **lot** may sell. **Low estimate** means the lower figure in the range and **high estimate** means the higher figure. The **mid estimate** is the midpoint between the two.

**hammer price:** the amount of the highest bid the auctioneer accepts for the sale of a **lot**.

**Heading:** has the meaning given to it in paragraph E2. **lot:** an item to be offered at auction (or two or more items to be offered at auction as a group).

**other damages:** any special, consequential, incidental or indirect damages of any kind or any damages which fall within the meaning of 'special', 'incidental' or 'consequential' under local law.

**purchase price:** has the meaning given to it in paragraph F1(a).

**provenance:** the ownership history of a **lot**.  
**qualified:** has the meaning given to it in paragraph E2 and **Qualified Headings** means the paragraph headed **Qualified Headings** on the page of the catalogue headed 'Important Notices and Explanation of Cataloguing Practice'.

**reserve:** the confidential amount below which we will not sell a **lot**.

**saleroom notice:** a written notice posted next to the **lot** in the saleroom and on [www.christies.com](http://www.christies.com), which is also read to prospective telephone bidders and notified to clients who have left commission bids, or an announcement made by the auctioneer either at the beginning of the sale, or before a particular **lot** is auctioned.

**UPPER CASE type:** means having all capital letters.  
**warranty:** a statement or representation in which the person making it guarantees that the facts set out in it are correct.

## SYMBOLS USED IN THIS CATALOGUE

The meaning of words coloured in **bold** in this section can be found at the end of the section of the catalogue headed 'Conditions of Sale'

◦

Christie's has a direct financial interest in the **lot**. See Important Notices and Explanation of Cataloguing Practice.

△

Owned by Christie's or another **Christie's Group** company in whole or in part. See Important Notices and Explanation of Cataloguing Practice.

◆

Christie's has a direct financial interest in the **lot** and has funded all or part of our interest with the help of someone else. See Important Notices and Explanation of Cataloguing Practice.

•

**Lot** offered without **reserve** which will be sold to the highest bidder regardless of the pre-sale estimate in the catalogue.

~

**Lot** incorporates material from endangered species which could result in export restrictions. See Paragraph H2(b) of the Conditions of Sale.

■

See Storage and Collection pages in the catalogue.

Please note that **lots** are marked as a convenience to you and we shall not be liable for any errors in, or failure to, mark a **lot**.

## IMPORTANT NOTICES AND EXPLANATION OF CATALOGUING PRACTICE

### IMPORTANT NOTICES

#### △: **Property Owned in part or in full by Christie's**

From time to time, Christie's may offer a lot which it owns in whole or in part. Such property is identified in the catalogue with the symbol △ next to its lot number.

#### ◦ **Minimum Price Guarantees:**

On occasion, Christie's has a direct financial interest in the outcome of the sale of certain lots consigned for sale. This will usually be where it has guaranteed to the Seller that whatever the outcome of the auction, the Seller will receive a minimum sale price for the work. This is known as a minimum price guarantee. Where Christie's holds such financial interest we identify such lots with the symbol ◦ next to the lot number.

#### ◦ ◆ **Third Party Guarantees/Irrevocable bids**

Where Christie's has provided a Minimum Price Guarantee it is at risk of making a loss, which can be significant, if the lot fails to sell. Christie's therefore sometimes chooses to share that risk with a third party. In such cases the third party agrees prior to the auction to place an irrevocable written bid on the lot. The third party is therefore committed to bidding on the lot and, even if there are no other bids, buying the lot at the level of the written bid unless there are any higher bids. In doing so, the third party takes on all or part of the risk of the lot not being sold. If the lot is not sold, the third party may incur a loss. Lots which are subject to a third party guarantee arrangement are identified in the catalogue with the symbol ◦ ◆.

The third party will be remunerated in exchange for accepting this risk based on a fixed fee if the third party is the successful bidder or on the final hammer price in the event that the third party is not the successful bidder. The third party may also bid for the lot above the written bid. Where it does so, and is the successful bidder, the fixed fee for taking on the guarantee risk may be netted against the final purchase price.

Third party guarantors are required by us to disclose to anyone they are advising their financial interest in any lots they are guaranteeing. However, for the avoidance of any doubt, if you are advised by or bidding through an agent on a lot identified as being subject to a third party guarantee you should always ask your agent to confirm whether or not he or she has a financial interest in relation to the lot.

### Other Arrangements

Christie's may enter into other arrangements not involving bids. These include arrangements where Christie's has given the Seller an Advance on the proceeds of sale of the lot or where Christie's has shared the risk of a guarantee with a partner without the partner being required to place an irrevocable written bid or otherwise participating in the bidding on the lot. Because such arrangements are unrelated to the bidding process they are not marked with a symbol in the catalogue.

Bidding by parties with an interest

In any case where a party has a financial interest in a lot and intends to bid on it we will make a saleroom announcement to ensure that all bidders are aware of this. Such financial interests can include where beneficiaries of an Estate have reserved the right to bid on a lot consigned by the Estate or where a partner in a risk-sharing arrangement has reserved the right to bid on a lot and/or notified us of their intention to bid.

Please see <http://www.christies.com/financial-interest/> for a more detailed explanation of minimum price guarantees and third party financing arrangements.

Where Christie's has an ownership or financial interest in every lot in the catalogue, Christie's will not designate each lot with a symbol, but will state its interest in the front of the catalogue.

### FOR PICTURES, DRAWINGS, PRINTS AND MINIATURES

Terms used in this catalogue have the meanings ascribed to them below. Please note that all statements in this catalogue as to authorship are made subject to the provisions of the Conditions of Sale and **authenticity warranty**. Buyers are advised to inspect the property themselves. Written **condition** reports are usually available on request.

### QUALIFIED HEADINGS

In Christie's opinion a work by the artist.

\*\*"Attributed to ..."

In Christie's qualified opinion probably a work by the artist in whole or in part.

\*\*"Studio of ..."/ "Workshop of ..."

In Christie's qualified opinion a work executed in the studio or workshop of the artist, possibly under his supervision.

\*\*"Circle of ..."

In Christie's qualified opinion a work of the period of the artist and showing his influence.

\*\*"Follower of ..."

In Christie's qualified opinion a work executed in the artist's style but not necessarily by a pupil.

\*\*"Manner of ..."

In Christie's qualified opinion a work executed in the artist's style but of a later date.

\*\*"After ..."

In Christie's qualified opinion a copy (of any date) of a work of the artist.

"Signed ..."/ "Dated ..."/

"Inscribed ..."

In Christie's qualified opinion the work has been signed/dated/inscribed by the artist.

"With signature ..."/ "With date ..."/

"With inscription ..."

In Christie's qualified opinion the signature/date/inscription appears to be by a hand other than that of the artist.

The date given for Old Master, Modern and Contemporary Prints is the date (or approximate date when prefixed with 'circa') on which the matrix was worked and not necessarily the date when the impression was printed or published.

\*This term and its definition in this Explanation of Cataloguing Practice are a qualified statement as to authorship. While the use of this term is based upon careful study and represents the opinion of specialists, Christie's and the seller assume no risk, liability and responsibility for the **authenticity** of authorship of any **lot** in this catalogue described by this term, and the **Authenticity Warranty** shall not be available with respect to **lots** described using this term.

### POST 1950 FURNITURE

All items of post-1950 furniture included in this sale are items either not originally supplied for use in a private home or now offered solely as works of art. These items may not comply with the provisions of the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended in 1989 and 1993, the "Regulations"). Accordingly, these items should not be used as furniture in your home in their current condition. If you do intend to use such items for this purpose, you must first ensure that they are reupholstered, restuffed and/or recovered (as appropriate) in order that they comply with the provisions of the Regulations. These will vary by department.

# STORAGE AND COLLECTION

## PAYMENT OF ANY CHARGES DUE

ALL **lots** whether sold or unsold maybe subject to storage and administration fees. Please see the details in the table below. Storage Charges may be paid in advance or at the time of collection. **Lots** may only be released on production of the 'Collection Form' from Christie's. **Lots** will not be released until all outstanding charges are settled.

## SHIPPING AND DELIVERY

Christie's Post-Sale Service can organize domestic deliveries or international freight. Please contact them on +1 212 636 2650 or PostSaleUS@christies.com. To ensure that arrangements for the transport of your **lot** can be finalized before the expiration of any free storage period, please contact Christie's Post-Sale Service for a quote as soon as possible after the sale.

## PHYSICAL LOSS & DAMAGE LIABILITY

Christie's will accept liability for physical loss and damage to sold **lots** while in storage. Christie's liability will be limited to the invoice purchase price including buyers' premium. Christie's liability will continue until the **lots** are collected by you or an agent acting for you following payment in full. Christie's liability is subject to Christie's Terms and Conditions of Liability posted on christies.com.

## STORAGE AND COLLECTION

Please note **lots** marked with a square ■ will be moved to Christie's Fine Art Storage Services (CFASS in Red Hook, Brooklyn) on the last day of the sale. **Lots** are not available for collection at Christie's Fine Art Storage Services until after the third business day following the sale. All **lots** will be stored free of charge for 30 days from the auction date at Christie's Rockefeller Center or Christie's Fine Art Storage Services. Operation hours for collection from either location

are from 9.30 am to 5.00 pm, Monday-Friday. After 30 days from the auction date property may be moved at Christie's discretion. Please contact Post-Sale Services to confirm the location of your property prior to collection. Please consult the Lot Collection Notice for collection information. This sheet is available from the Bidder Registration staff, Purchaser Payments or the Packing Desk and will be sent with your invoice.

## STORAGE CHARGES

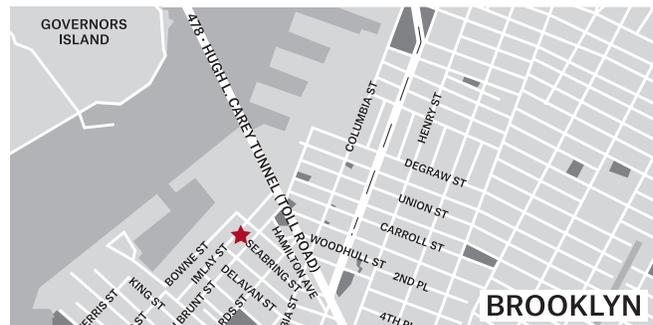
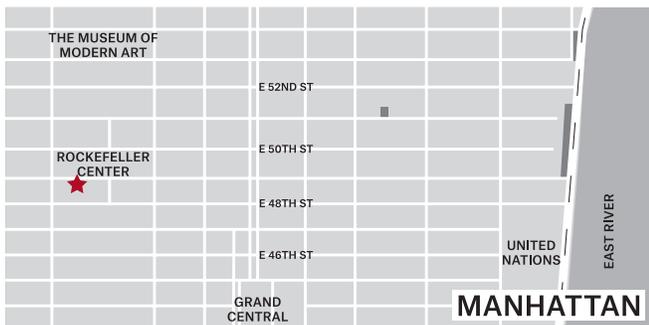
**Failure to collect your property within 30 calendar days of the auction date from any Christie's location, will result in storage and administration charges plus any applicable sales taxes.**

**Lots** will not be released until all outstanding charges due to Christie's are paid in full. Please contact Christie's Post-Sale Service on +1 212 636 2650.

ADMINISTRATION FEE, STORAGE & RELATED CHARGES		
CHARGES PER LOT	LARGE OBJECTS e.g. Furniture, Large Paintings, and Sculpture	SMALL OBJECTS e.g. Books, Luxury, Ceramics, Small Paintings
1-30 days after the auction	Free of Charge	Free of Charge
31st day onwards: Administration	\$100	\$50
Storage per day	\$10	\$6
Loss and Damage Liability	The lower amount of 0.5% of Liability Hammer Price or 100% of the above charges for Purchased <b>Lots</b>	
All charges are subject to sales tax. <b>Please note that there will be no charge to clients who collect their lots within 30 days of this sale. Size to be determined at Christie's discretion.</b>		

Long-term storage solutions are also available per client request. CFASS is a separate subsidiary of Christie's and clients enjoy complete confidentiality. Please contact CFASS New York for details and rates: +1 212 636 2070 or storage@cfass.com

## STREET MAP OF CHRISTIE'S NEW YORK LOCATIONS



**Christie's Rockefeller Center**  
 20 Rockefeller Plaza, New York 10020  
 Tel: +1 212 636 2000  
 nycollections@christies.com  
 Main Entrance on 49th Street  
 Receiving/Shipping Entrance on 48th Street  
**Hours: 9.30 AM - 5.00 PM**  
**Monday-Friday except Public Holidays**

**Christie's Fine Art Storage Services (CFASS)**  
 62-100 Imlay Street, Brooklyn, NY 11231  
 Tel: +1 212 974 4500  
 nycollections@christies.com  
 Main Entrance on Corner of Imlay and Bowne St  
**Hours: 9.30 AM - 5.00 PM**  
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## INDEX

### A

Agha, A.Q., 669  
Ara, K.H., 690

### B

Baij, R., 635  
Balasubramaniam, A., 601,  
602, 695  
Barwe, P., 610, 611  
Bawa, M., 693  
Bhattacharjee, B., 689

### C

Chandra, A., 637, 698  
Chhachhi, S., 668  
Choudhury, R., 606  
Chughtai, A.R., 633

### D

Dodiya, A., 697  
Dodiya, Anju, 670, 700C  
Dugar, I., 684

### G

Gaitonde, V.S., 609  
Gujral, S., 687  
Gupta, S., 667  
Gupta, Shilpa, 666

### H

Hebbar, K.K., 685, 686  
Hore, S., 605  
Husain, M.F., 617, 623, 624,  
654, 655, 656, 680, 681,  
682, 691, 692, 694

### K

Kallat, J., 700  
Kallat, R., 699  
Keyt, G., 632, 650  
Khakhar, B., 662, 663, 677  
Khanna, K., 652  
Kher, B., 664  
Kulkarni, K.S., 651

### M

Mehta, T., 625

### N

Nair, S., 672  
Natesan, S., 671

### P

Padamsee, A., 640  
Pai, L., 683  
Patel, J., 607, 608  
Patwardhan, S., 639, 660  
Prabha, B., 614, 648  
Purkayastha, A., 674

### R

Rana, R., 700B  
Raza, S.H., 612, 618, 619, 657,  
678, 679  
Rimzon, N.N., 658, 659, 696  
Roy, J., 626, 627, 628, 629,  
630, 631, 642, 643, 644, 645,  
646, 647

### S

Sabavala, J., 634  
Santosh, G.R., 649  
Scaria, G., 675  
Shah, S., 665  
Sheikh, G.M., 661  
Shettar, R., 700D  
Souza, F.N., 615, 616, 620, 621,  
622, 636, 638, 641, 653  
Subramanyan, K.G., 676  
Sultan, S.M., 688  
Swaminathan, J., 613

### U

Upadhyay, H., 673

### Z

Zarina, 603, 604, 700A



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