Bahman Mohassess

Both a painter and a sculptor, Bahman Mohassess was born in 1939 in Iran and started studying at the Department of Fine Arts, Tehran. In 1954 he left for Europe where he continued his education at Rome's Art Academy, before returning to Iran in 1965. Among the various solo and group exhibitions with which he has exhibited are the Biennale in Venice and Toronto, while his work is also represented in the collections of the Jahan-Nama Museum, Tehran, the Museum of Fine Arts, Tahleem and the Museum of Contemporary Art, Iran.

Fateh Moudarres

Born in Aleppo, Syria in 1932, Moudarres graduated from Rome's Fine Arts academy in 1960. He then attended the Ecole Normale Superieure des Beaux-Arts in Paris, receiving his diploma in 1972. He was Head of the Fine Arts Syndicate in Damascus, and then became a professor at the Fine Arts Faculty in Damascus. Moudarres' artwork has been exhibited widely, including the Cairo Gallery in Rome, the Austian Cultural Centre in Germany, the French Cultural Centre in Damascus and the Green Art Gallery in Dubai. His works hang on the walls of the Syrian Ministry of Culture, the National Museum of Damascus, the Damascus Museum, and the Presidential Palace and in numerous private collections. Moudarres passed away in Damascus in 1999. In addition to being a painter, Moudarres was also a published poet and essayist.

Nasser Ovissi

Born in Tehran in 1934, Nasser Ovissi studied Law and Political Science at the University of Tehran, graduating in 1956, and went on to study Fine Art at Rome's School of Fine Art. As a painter, Ovissiographer and ceramicist, he was one of the first Iranian artists to return to the traditions of the past, while at the same time utilizing legend and calligraphic elements in his works which resulted in extraordinary dream-like representations. Ovissi represented the grand prize in Tehran's Biennial of Fine Arts in 1962, the gold medal at the International Exhibition of Capri in 1968, and the grand prize at the Moscow Contemporary Art Exhibition in 1974. His works can be found in numerous exhibitions worldwide, including the National Art Gallery of Athens, the collection of Faww Pahlavi, the Fine Arts Museum of North Carolina and the Museo d'Arte Contemporanea in Como. The artist lives and works in Virginia.

Farzam Pilaran

Farzam Pilaran was born in Tehran in 1954 and received a painting diploma from Tehran's High School of Fine Arts before studying miniature design at the College of Decorative Arts. He won a silver medal at the Venice Biennale in 1962, and participated in Tehran's Biennale in 1964 and 1966. In 1970, his work was part of the French International Art Fair in 1976 and 1978 and in the Arts Fair in 1977. He has had solo exhibitions at the Bonhams Gallery, Tehran, the Iranian American Society and the Seymour Gallery, and has exhibited his work at the Cyprus Gallery in Paris. The artist's works can be found in the permanent collections of the Jahan-Nama Museum, the Museum of Modern Art, New York, and the Tehran Museum of Contemporary Art. "Farzam Pilaran died in 1988."

Ali Akbar Sadeghi

Ali Akbar Sadeghi was born in Tehran in 1949. He graduated from the College of Art, study in France in 1970, Pilaran took part in Brazil's International Art Fair in 1976 and 1979 and a West Art in 1977. He has had solo exhibitions at the Bonhams Gallery, Tehran, the Iranian American Society and the Seymour Gallery, and has exhibited his work at the Cyprus Gallery in Paris. The artist's works can be found in the permanent collections of the Jahan-Nama Museum, the Museum of Modern Art, New York, and the Tehran Museum of Contemporary Art. "Farzam Pilaran died in 1988."

Aly Ben Salem

Aly Ben Salem was born in Tunis in 1905 and died in 2001. His work can be found across the world in Sweden, Paris, Toronto and parts of the USA. Among many of the decorations and orders he received in his lifetime, one of them being the Swedish Royal Order of Vasa.

Jawad Salim

Born in 1919, Jawad Salim was both a painter and sculptor. He travelled to Paris (1958) and Rome (1959) on government scholarships and after the war continued his studies at the Stade School of Art in London, between 1946 and 1948, during which time he exhibited his works at the ICA and Tate Gallery. He later returned to Iraq where he founded the Baghdad Group for Modern Art and was made head of the sculpture department at the Institute of Fine Arts. After 1958, when Abul Qasim Ghab gohm replaced the Iraq monarchy, the artist completed his bronze sculpture "Al-Hamra (Freedom)." Jawad Salim died in 1961.

Sohrab Sepehri

Sohrab Sepehri was born in Iran in 1928. As well as being an artist, he published many books. In 1955, he specialised in lithography at the School of Fine Arts in Paris. A year later, his work was exhibited at the Venice Biennale and he also received the first prize for fine arts at the Second Tehran Biennale. He has had solo shows in America, Europe and Iran. Sepehri lived and worked in Paris and America for many years and worked for various government agencies before solely dedicating his career to art. He passed away in 1995.

Sadegh Tabrizi

Sadegh Tabrizi was born in Tehran in 1928 where he still lives and works. He graduated from the Tehran Academy of Decorative Arts. Working under the Ministry of Culture, he has exhibited his works in over 40 exhibitions. He also participated in the Venice Biennale in 1950 and 1954. In 1972 he held his first solo exhibitions in France and Stockholm, and since then has also exhibited in Singapore, Sydney, Bilinova and Switzerland.

Parviz Tanavoli

Parviz Tanavoli was born in Tehran in 1937. His early artistic training took place at Tehran's High School of Fine Arts, but by the late 1950s the artist had gone to Europe. Between 1956 and 1957 he studied in Carrara, Italy, before moving to Milan to work with Mario Mainsi. Tanavoli taught at the Minneapolis College of Art and Design in the early 1960s, and organised a number of exhibitions in Milan, New Delhi and Paris in the 1960s and 1970s. His paintings were included in the 1972 Venice Biennale and found the artist included in the Venice Biennale Society in 1973, organising two international shows of tribal rugs in 1974 and 1975. Tanavoli, with Hossein Zadeh, founded the Zadeh Studio school of calligraphic painting and an international movement emerged in the 1960s and was appointed as a number of book-covering modern artists. However, he stands out among his peers in the group, owing to his investigations of the traditional mediums towards the various dimensions of Iranian culture. Tanavoli was the representative of Iran at the 29th Venice Biennale in 1958. He also participated in the 50th Biennale.

Abd Alhamid Wandy

Abd Alhamid Wandy is a 1938. Abd Alhamid Wandy worked in the studio of the Iranian Chinoic Bitrchi, after which he taught at the Faculty of Fine Arts in Alexandria. He and his brother Josef (1909-1996) opened a private studio in 1943 and together they participated in more than 17 exhibitions, including the Biennale of Venice and Sao Paolo. A prolific artist, many of his works hang in the Mahmoud Saleh Museum in Alexandria. Abd Alhamid Wandy died in 1959.

Seif Wandy

Seif Wandy was born in Alexandria, Egypt in 1909. He and his brother Abd Alhamid (1908-1909) were considered to be two of the greatest Egyptian painters who helped to introduce modernism into Egypt after studying with the Italian artist Ottavio Beschi. In 1942 the brothers set up their own studio and together participated in numerous exhibits, including the Venice Biennale and Sao Paolo Biennale. After his brother's death, Seif continued to paint and exhibit until his own death in 1979.

Charles Hossein Zenderoudi

Charles Hossein Zenderoudi was born in 1937. He graduated from Tehran's High School of Fine Arts in 1958 and moved to France three years later. He earned a scholarship at the Paris Biennale in 1969 and since then several other prizes. His work has been exhibited all over the world on numerous occasions; Karatoli Art, Tehran, 1971, Venice Biennale, 1962; San Paolo Biennale, 1963, Raza Abbass Museum, Tehran. His works are in the collections of the Nasirian Palace Museum, Tehran, the Castro Georges Pompei, Paris, the Museum of Modern Art, New York, among others. Zenderoudi, along with Parviz Tanavoli, founded the saqqaf a school of calligraphic painting. We would like to express our gratitude to Ratchat K., Boshari, Associate Professor of Art at the Lebanese American University, and Tajmurlan Muscar for their invaluable advice and assistance.
SOtheby's AUTHENTICITY GUARANTEE

If Sotheby's sells an item which, subsequently is shown to be a "counterfeit," subject to the terms below, Sotheby's will refunds to the Buyer the total amount paid by the Buyer to Sotheby's for the item, in the currency of the original sale.

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The Guarantee is provided for a period of five (5) years after the date of the relevant auction for the benefit of the Buyer and may not be transferred to a third party. To be able to claim under the Guarantee, the Buyer must:
(a) notify Sotheby's in writing within three (3) months of receiving any information that causes the Buyer to question the authenticity or attribution of the item, specifying the lot number, date of the auction at which it was purchased and the reasons why it is thought to be counterfeit; and
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Sotheby's has discretion to waive any of the above requirements. Sotheby's may require the Buyer to obtain at the Buyer's cost the reports of two independent and recognized experts in the field, mutually acceptable to Sotheby's and the Buyer. Sotheby's shall not be liable for any reports produced by the Buyer, and reserves the right to seek additional expert advice at its own expense. In the event Sotheby's decides to rescind the guarantee, it may refuse to refund the Buyer the reasonable costs of up to two mutually approved independent expert reports.

COLECTION OF LOOTS

Some larger lots will be transferred from the warehouse to Kings Wharf after 10 days after the day of the sale. Collection can be made from the warehouse two days after the sale, but not on the day immediately following the sale. Exceptions to this procedure will be notified by auction notice and announced at the time of the sale. After 14 days storage charges will commence.

SAFETY AT SOtheby's

Sotheby's is concerned for your safety while you are on our premises and we endeavours to display items safely so far as is reasonably practicable. Nevertheless, should you handle any items on view at our premises, you do so at your own risk. Some items can be large and/or heavy and can be dangerous if mishandled. Should you wish to view or inspect any items more closely please ask for assistance from a member of Sotheby's staff to ensure your safety and the safety of the property on view. Some items on view may be labeled "PLEASE DO NOT TOUCH." Should you wish to view these items you must ask for assistance from a member of Sotheby's staff, who will be pleased to assist you.

Thank you for your co-operation.

IMPORTANT NOTICES

UPHOLSTERED FURNITURE

While care has been taken in cataloguing upholstered furniture, no guarantee can be given to the originality of the timber covered by upholstery or fabric.

IMPORTATION OF PERSIAN/IRANIAN WORKS OF ART TO THE U.S.A.

Those clients considering purchasing Persian/Iranian works of art with the intention of exporting them to the U.S.A. should ensure of the relevant U.S. Government Department regarding the proper importation of such items. The Islamic Republic of Iran remains an embargoed country, and the U.S. Government Department of Commerce and Export Administration Regulations. Buyers should be aware that Sotheby's does not represent that the approval will be granted.

ESTIMATES IN EUROS AND US DOLLARS

As a guide to potential buyers, estimates for this sale are shown in Euros and US Dollars. The estimates printed in the catalogue asso Phinda Stanhage have been converted at the following rate which was current at the time of printing. These estimates may have been revised.

$1 = €1.34
£1 = US $1.76

By the date of the sale this rate is likely to have changed, and buyers are recommended to check before bidding.

During the sale Sotheby's may provide a screen to show currency converters as bidding progresses. This is intended for guidance only and Sotheby's is not responsible for any errors or omissions in the operation of the currency converter. Payment for purchases is due in Phinda Stanhage, however the equivalent amount in any other currency will be accepted at the rate prevailing on the day that payment is received in cleared funds. Settlement is made to vendors in the currency in which the sale is conducted, or in another currency on request at the rate prevailing on the day that payment is made by Sotheby's.
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Candlestar have added Nothing (or Heech in Farsi) to their fast growing portfolio of international art projects that currently range from the Prix Pictet for Pictet & Cie to the Masques of Shahrazad exhibition in partnership with DIFC (Dubai 14 – 21 Dec 08).

Parviz Tanavoli’s wearable sculptures began with a series of tiny versions of his iconic Heech sculptures that are inspired by the Persian calligraphy for the word ‘nothing’.

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For more information please contact: Mark Stapley Tel: +44 (0)208 762 6648 - Email: mark.stapley@sothebysrealty.com
GUIDE FOR PROSPECTIVE BUYERS

Buying at Auction: The following pages are designed to give you useful information on how to bid or buy at auction. Sotheby's staff and all front of this catalog is highly recommended. It is important that you start the following information carefully and note that Sotheby's acts for both seller and buyer in particular to Conditions 3 and 4 of this Conditions of Business for Buyers printed in this catalogue. Prospective bidders should also consult sothebys.com for the most up-to-date information on the properties described in this catalogue.

Provenance: In certain circumstances, Sotheby's may print in the catalogue the history of ownership of a work of art and such information will not be offered in a catalogue unless it is involved in distinguishing the work of art. However, the identity of the seller or previous owners may not be disclosed for reasons of privacy. For example, such information may be excluded to accommodate a seller's request for confidentiality because the identity of prior owners given under the guise of death or age of the owner.

Buyer’s Premium: A buyer’s premium will be added to the hammer price and is payable by the buyer on purchase of the total purchase price. The buyer’s premium is 25% of the hammer price up to and including £25,000, 20% of any amount in excess of £25,000 up to and including £60,000, and 12.5% of any amount in excess of £60,000.

VAT: Value Added Tax (VAT) may be payable on the hammer price and/or the buyer’s premium. Buyers may request a change of tax law on VAT. Please read carefully the VAT INFORMATION FOR BUYERS provided at the beginning of this catalogue.

1. Before the Auction

Catalogue Descriptions: If you would like to take out a catalogue subscription, please message (+44) 020 7295 6164.

Pre-sale Estimates: Pre-sale estimates are intended as a guide for prospective buyers. Pay bids between the high and low pre-sale estimates would be considered offers in respect of a work of art. However, all lots can receive higher bids without any pre-sale estimate.

2. In the Auction

Pre-sale Estimates in US Dollars and Euros: Although the sale is conducted in pounds sterling, the estimates in some catalogues are also printed in US dollars and euros. The exchange rates are the rates at the time of production of this catalogue. Therefore, you should consult the US dollars or euros at a guide only.

Symbol Key: The following key explains the symbols you may see in this catalogue.

- Condition: Each lot is sold subject to the conditions printed under the departments. These conditions apply to all Lots in the sale and any replies you may receive are not successful. However, if a lot is a catalogue is guaranteed, the Important Notices in the catalogue sale will state that the lot is and will not be refunded for any reason.

- Property in which Sotheby’s has an Ownership Interest: Lots with this symbol indicate that Sotheby’s owns the lot in whole or in part and has an economic interest in the lot similar to an ownership interest.

- Irrevocable Bids: Lots with this symbol indicate that a party has provided Sotheby’s with an irrevocable bid on the lot that will be executed during the sale. The irrevocable bidder, who may bid in excess of the irrevocable bid, will be compensated on the final hammer price in the event that the irrevocable bidder is the successful bidder. If the irrevocable bidder is the successful bidder, the lot will be withdrawn from the auction.

- Interest in the Sale: Some lots may be subject to conditions precedent to the transfer of ownership, such as the payment of any consignment, consignments, and related party bids and purchases. If you are interested in bidding on such lots, please contact the department.

- Conditions of Business: The auction is governed by the Conditions of Business for Buyers printed in this catalogue.

- Prize Money: Among the proceeds from the sale of the auction, prizes may be awarded to the highest bidder on each lot.

- Conditions of Sale: The Conditions of Sale printed in this catalogue apply to all Lots in the sale.
Collection. It is Sotheby’s policy to request proof of identity on collection of a lot. Lots will be released to you or your authorized representatives (as when full and cleared payment has been received by Sotheby’s). If you are in doubt about the location of your purchases, please contact the Sale Administrator prior to arranging collection. Therefore, interest, storage and handling charges will be levied on uncollected lots. Please refer to Condition 7 of the Conditions of Business for Buyers printed in this catalogue.

Storage. Storage and handling charges may apply. For information concerning post-sale storage and charges, please see the Warehouse, Storage and Collection Information at the back of this catalogue. Please refer to Condition 7 of the Conditions of Business for Buyers printed in this catalogue. All purchasers remaining at our New Bond Street premises 90 days after the sale will be transferred to Sotheby’s Kings House (see Warehouse, Storage and Collection Information). All such purchasers will be subject to further storage and handling charges from this point.

Loss or Damage. Buyers are reminded that Sotheby’s accepts liability for loss or damage to lots for a maximum period of five (5) days after the date of the auction. Please refer to Condition 7 of the Conditions of Business for Buyers printed in this catalogue.

Shipping. Sotheby’s Shipping Logistics can advise buyers on exporting and shipping property. Our office is open between the hours of 10am and 5:30pm and you can contact the Shipping Advisor on the number set out at the front of this catalogue. Further details and instructions on the procedures relating to such matters are available on Sotheby’s website or at the address above.

Photographic positive or negative or any reproduction of such photographs.

Terminology of art and trade.

Watercolours, gouaches and pastels.

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These are separate thresholds for exporting within the European Community. A UK Licence will be required for most items over 50 years of age with a value of over £165. Some exceptions are listed below.

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Terminology of art and trade.

British Historical Portraits.

Sotheby’s recommends that you retain all import and export papers, including licences, as in certain countries you may be required to produce them in governmental offices.

Endangered Species. Items made of or incorporating plant or animal material such as coral, ivory, rhino horn, tortoiseshell, etc., irrespective of age or origin, may require a licence to be exported to another country. It is the buyer’s responsibility to obtain any export licences or certificates upon importation to any country outside the EU. Please note that the ability to obtain import licence or certificate does not enable the trader to obtain export licence or certificate in another country, and vice versa. For example, U.S. regulations do not allow export of certain species of coral to any country without a pre-export licence.

Shipping and handling charges may apply. For further information please call Sotheby’s London office on +44 (0)20 7939 9060 (in the UK) or +32 2 884 1744 (in Luxembourg). For more information on shipping and handling charges please refer to Condition 10 of the Conditions of Business for Buyers printed in this catalogue.

5. Additional Services

Financial Services. Sotheby’s Financial Services makes loans to clients of Sotheby’s. These include loans secured by property consigned for sale and loans secured by art collections which are not intended for sale. If you wish to arrange for your loan to be consigned with Sotheby’s, please contact your local Sotheby’s office. Please be aware that the terms of your loan may be affected by the terms of consignment of your property. For further information please call Sotheby’s Financial Services in New York at 212 832 4597 or in London on 020 7935 7525.

Pre-sale Auction Estimates. Sotheby’s will be pleased to give preliminary private sale auction estimates for your property. This service is free of charge and is available from Sotheby’s experts in New Bond Street on weekdays between 9:00am and 5:00pm. In order to arrange an appointment with the relevant expert department upon receipt. The information you provide may be used by your local Sotheby’s office. For further information please contact Sotheby’s at 212 832 4597 or in London on 020 7935 7525.

Valuations. The Valuation department provides written valuations and valuations throughout Europe for many purposes including insurance, probate and inheritance tax, asset management and tax planning. Valuations can be tailored to suit most needs. Further information please contact the Valuation department on +44 (0)20 7939 9060 or +32 2 884 1744 (in Luxembourg). For more information please contact the Valuation department on +44 (0)20 7939 9060 or +32 2 884 1744 (in Luxembourg).

Tax and Heritage Advice. Tax and heritage advice is provided by an expert in the field of taxation, the obtaining of conditioned exemption from tax and UK export issues. For further information please contact the Tax and Heritage Department on +44 (0)20 7939 5902, or +44 (0)20 7929 5985.
VAT AND OTHER TAX INFORMATION FOR BUYERS

The following paragraphs are intended to give general guidance to buyers on the VAT and certain other potential tax implications of purchasing property at Sotheby’s. The information concerns the most usual circumstances and is not intended to be complete. In all cases the relevant tax legislation takes precedence and the VAT rates in effect on the day of the auction will be the rates charged. It should be noted that, for VAT purposes only, Sotheby’s is not usually treated as an agent and most property is sold as if it is the property of Sotheby’s.

In the following paragraphs, reference to VAT symbols shall mean those symbols located beside the lot number or the pre-sale estimates in the catalogue (or amending sale room notice).

1. Property with no VAT symbol

Where there is no VAT symbol, Sotheby’s is able to use the Auctioneer’s Margin Scheme and VAT will not normally be charged on the hammer price.

Sotheby’s must have VAT on the buyer’s premium and hence will charge an amount of VAT at 17.5% on this premium. This amount will form part of the buyer’s premium on our invoice and will not be separately identified. A limited range of goods, including most books, are not liable to VAT and therefore no amount in lieu of VAT will be added to the premium.

Please see ‘Exports from the European Union’ for the conditions to be fulfilled before the amount in lieu of VAT on the buyer’s premium may be cancelled or refunded.

(VAT registered buyers from within the European Union (EU) should note that the amount in lieu of VAT contained within the buyer’s premium cannot be cancelled or refunded by Sotheby’s or HM Revenue and Customs.)

Buyers requiring an invoice under the normal VAT rules, instead of a margin scheme invoice, should notify the Client Accounts Office at the Client Accounts Department on the day of the auction and an invoice with VAT on the hammer price will be issued. Buyers requiring re-invoicing under the normal VAT rules subsequent to a margin scheme invoice having been issued should contact the Client Accounts Department for assistance.

2. Property with a symbol

These items will be sold under the normal UK VAT rules and VAT will be charged at 17.5% on the hammer price and buyer’s premium.

Please see ‘Exports from the European Union’ for the conditions to be fulfilled before the VAT charged on the hammer price may be cancelled or refunded. Sotheby’s must always charge VAT on the buyer’s premium for these lots and will not hereby cancel or refund the VAT charged.

(VAT registered buyers from other EU countries may have the VAT on the hammer price cancelled or refunded if they provide Sotheby’s with their VAT registration number and evidence that the property has been removed from the UK within three months of the date of sale. The evidence of removal required is a certificate of shipment or, if the lots were carried by hand, proof of travel and completion of a form available from ushers.

(A) All buyers from outside the UK should refer to ‘VAT Refunds from HM Revenue and Customs’ for information on how to recover VAT incurred on the buyers premium.)

3. Property with a symbol

Items sold to buyers whose addresses are in the EU will be assumed to be remanufacturing in the EU. The property will be invoiced to the buyer at 20% VAT (see Property with no symbol above). However, if the property is to be exported from the EU, Sotheby’s will invoice the property under the normal VAT rules (see Property sold with a symbol above) as imported by the buyer. Buyers sold to buyers whose addresses are outside the EU will be assumed to be exported from the EU. This property will be invoiced under the normal VAT rules (see Property sold with a symbol above). Although the hammer price will be subject to VAT this will be cancelled on refund after export - see ‘Exports from the European Union’. The buyer’s premium will always attract VAT. However, buyers who are not intending to export their property from the EU should notify our Client Accounts Department on the day of the sale and the property will be re-invoiced showing no VAT on the hammer price (see Property sold with no symbol above).

4. Property sold with a + 0 symbol

These items have been imported from outside the EU to be sold in auction under temporary importation. Where Sotheby’s releases such property to buyers in the UK, the buyer will become the owner and must pay Sotheby’s import VAT at the following rate on the hammer price:

+ VAT, 0% VAT

These lots will be invoiced under the margin scheme, margin VAT. Sotheby’s must have VAT on the buyer’s premium and hence will charge an amount of VAT at 17.5% on the hammer price. This amount will form part of the buyer’s premium on our invoice and will not be separately identified.

(VAT registered buyers from the EU should note that the import VAT charged on property released in the UK cannot be cancelled or refunded by Sotheby’s.)

(VAT registered buyers from the UK should note that the invoice issued by Sotheby’s for these items is not suitable evidence of existence in respect of import VAT.

(VAT registered buyers from other EU countries may be able to seek repayment of the import VAT paid by applying to HM Revenue and Customs – see ‘VAT Refunds from HM Revenue and Customs’)

5. Exports from the European Union

The following types of VAT may be cancelled or refunded by Sotheby’s on exports made within three months of the sale date if all conditions are met:

- Where the amount is less of VAT charged on buyer’s premium for property sold under the margin scheme i.e. without a VAT symbol.
- When the VAT on the hammer price for property sold under the normal VAT rules i.e. with a symbol or a symbol.
- The import VAT charged on the hammer price and VAT on the buyer’s premium for property sold under temporary importation i.e. with + VAT or 0 VAT symbol.

In each of the above examples, where the appropriate conditions are satisfied, no VAT will be charged at or before the time of invoicing, the buyer instructs Sotheby’s to export the property from the EU. If such instruction is received after payment, a refund of the VAT amount will be made. If a buyer later decides not to use Sotheby’s shipping services a revised invoice will be raised charging VAT.

Where the buyer carries the property from the EU personally, the buyer can use the services of a forwarding agent. Sotheby’s will charge the VAT amount due as a cost and refund it if the lot has been exported within three months of the date of sale and the following conditions are met:

- For lots sold under the margin scheme (no VAT symbol) or the normal VAT rules (symbol), Sotheby’s will provide an appropriate documentation of export from the EU.
- For lots sold under temporary importation (+ VAT or 0 VAT symbol), Sotheby’s is provided with a copy of the correct paperwork duly completed and stamped by HM Revenue and Customs which shows that the property has been exported from the EU via the United Kingdom. It is essential for shippers acting on behalf of buyers to collect copies of the original import papers from the Shipping Department.
- HM Revenue and Customs insist that the correct Customs procedures are followed and Sotheby’s will not be able to issue any role of the export documents do not exactly comply with their regulations.

Property subject to temporary importation must be transferred to another Customs procedures immediately if any rectification or report work is to be carried out.

6. VAT Refunds from HM Revenue and Customs

Where VAT charged cannot be cancelled or refunded by Sotheby’s, it may be possible to seek repayment from HM Revenue and Customs. Repayments in this manner are limited to businesses located outside the UK and may be considered for:

- VAT charged on buyer’s premium on property sold under the normal VAT rules i.e. with + VAT or 0 VAT symbol.
- VAT charged on the hammer price and buyer’s premium for lots sold under temporary importation i.e. with + VAT or 0 VAT symbol.

Claims for refunds are available from:

HM Revenue and Customs
VAT Overseas Repayments Unit
PO Box 51
Toole House Durnregow Road
London EC4Y 3AE
Tel: +44 (0)207 379 1900
Fax: +44 (0)207 379 1901
exportrefund@rcs.gchq.gov.uk

7. Sales and Use Tax

Buyers from outside the USA should note that local sales taxes or use taxes may become payable upon import of items following purchase (for example, see ‘Use Tax’ payable on import of purchased items to certain states of the USA). Buyers should obtain their own advice in this regard.
CONDITION OF BUSINESS FOR BUYERS

The nature of the relationship between Sotheby’s, Sellers and Bidders and the terms on which Sotheby’s (as auctioneer) and Sellers contract with Bidders are set out below.

Bidder’s attention is specifically drawn to Conditions 3 and 4 below, which require them to investigate lots prior to bidding and which contain specific limitations and exclusions of the legal liability of Sotheby’s, Sellers and The Institutions. The limitations and exclusions relating to Sotheby’s are consistent with its role as auctioneer of large quantities of goods of a wide variety. Bidders should pay particular attention to these Conditions.

1. Introduction
   (a) Sotheby’s and Sellers’ contractual relationship with prospective Buyers is governed by:
      (i) these Conditions of Business;
      (ii) the Conditions of Business for Sellers displayed in the saleroom and which are available upon request from Sotheby’s UK salerooms or by contacting 1440 (020) 7953 9152;
      (iii) Sotheby’s Authority Guarantee as printed in the sale catalogue;
      (iv) any additional notices and terms printed in the sale catalogue, including the Guide for Prospective Buyers, in each case as amended by any saleroom notice or auctioneer’s announcements at the auction.
   (b) As auctioneer, Sotheby’s acts as agent for the Seller. A sale contract is made directly between the Seller and the Buyer. However, Sotheby’s may own lot(s) (and in such circumstances acts as a principal in respect of any sale of such lot(s)), may have a legal, beneficial or financial interest in a lot as a second creditor or otherwise.

2. Common Terms
   These terms in Conditions of Business
   Bidder means any person considering, making or attempting to make a bid, by whatever means, and includes Buyers;
   Buyer is the person who makes the highest bid or offers accepted by the auctioneer and includes such person’s principal when bidding as agent;
   Buyer’s Expenses are any costs or expenses due to Sotheby’s for the Buyer and any Agent’s Rights at the time of the sale of the Property, including any amount in respect of any applicable VAT hereinafter;
   Buyer’s Premium is the commission payable by the Buyer on the Hammer Price at the rate set out in the Guide for Prospective Buyers;
   Guarantee is as defined in Sotheby’s Authority Guarantee;
   Hammer Price is the highest bid accepted by the auctioneer by whatever means and is represented in the sale catalogue by reference to the number of separately identified terms in that lot’s list, including any post-auction sale, the agreed sale price;
   Hammer Price is the hammer price at which the lot is sold, and not the final price paid by the Buyer;
   Reserves is the minimum hammer price at which a lot may be sold;
   Seller is the person offering a lot for sale (including their agent (other than Sotheby’s), executors or personal representatives). Seller’s company is any company which has its registered office at 34-35 New Bond Street, London W1Y 2AA; Sotheby’s Company means both Sotheby’s in the USA and any of its subsidiaries (including Sotheby’s London) and Sotheby’s Diamonds S.A. and its subsidiaries (in each case “Sotheby’s”) having the meaning of Section 756 of the Companies Act 1985;
   VAT is Value Added Tax at the prevailing rate. Further information is contained in the Guide for Prospective Buyers.

3. Duties of Bidders and of Sotheby’s in respect of terms for sale
   (a) Sotheby’s knowledge or information relating to each lot is not to be relied on by the Buyer, and Sotheby’s is not liable to and does not carry out exhaustive due diligence on each lot. Bidders acknowledge this fact and accept responsibility for carrying out inspections and investigations to satisfy themselves as to the lots and their contents, to which they may be entitled, for example
   (i) Sotheby’s offer for sale of a lot is not to be taken as a guarantee of its authenticity or condition, and Sotheby’s is not liable for any action taken, for example
     (A) Bidders acknowledges that many lots are of an age and type which means that they are not in perfect condition. All lots are offered for sale in the condition they are in at the time of the auction and Bidders should note that not all lots may have other defects not expressly referred to in the catalogue or condition report. Illustrations are for identification purposes only and will not convey full information as to the actual condition of the lot;
     (B) Information provided to Bidders in respect of any lot, including any estimate, whether oral or written or containing in any condition catalogue or other report, commentary or valuation, is not a representation of fact but either is a statement of opinion genuinely held by or on behalf of Sotheby’s. Any representation is given in good faith as a general opinion of the selling price or value of the lot and may be revised from time to time in Sotheby’s absolute discretion;
   (c) Bidders are to determine the authenticity of each lot and the condition of the lot;
   (d) Bidders acknowledge that any outlay made by the Buyer in respect of any lot bought is at the Buyer’s own risk and that Sotheby’s is not liable for any action taken, for example
     (A) No representations or warranties are made by Sotheby’s or the Seller as to whether the Buyer is subject to copyright or whether the Buyer acquires copyright in any lot;
     (B) Sotheby’s shall exercise such reasonable care when making their entries in the catalogue as consistent with its role as auctioneer of lots as in the case of any reasonable person in the circumstances;
   (C) Bidders are to determine the authenticity of each lot and the condition of the lot;
   (d) Bidders acknowledge that any outlay made by the Buyer in respect of any lot bought is at the Buyer’s own risk and that Sotheby’s is not liable for any action taken, for example
     (A) No representations or warranties are made by Sotheby’s or the Seller as to whether the Buyer is subject to copyright or whether the Buyer acquires copyright in any lot;
     (B) Sotheby’s shall exercise such reasonable care when making their entries in the catalogue as consistent with its role as auctioneer of lots as in the case of any reasonable person in the circumstances;
**Sotheby’s**

**BIDDING FORM**

**SALE NUMBER**
L0622C ‘SETAESH-E-SAM’

**SALE TITLE**
IMPRESSIONIST AND CONTEMPORARY ARAB AND IRANIAN ART

**SALE DATE**
23 OCTOBER 2008

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**IMPORTANT**

Please note that the execution of written and telephone bids is offered an additional service for no extra charge, and is at the discretion of Sotheby’s. It is understood that the offer of this service is not to be interpreted as any commitment on the part of Sotheby’s, and that bids should be submitted in Sterling at least 24 hours before the auction.

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**LOT NUMBER**

<table>
<thead>
<tr>
<th>LOT DESCRIPTION</th>
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<tbody>
<tr>
<td>MAXIMUM SELLING PRICE</td>
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<tr>
<td>(£, including premium and VAT)</td>
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<td>£</td>
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**PHONE NUMBER DURING THE SALE (£, incl. VAT)**
020 7324 8000

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**PLEASE MAIL OR FAX TO**
BID DEPARTMENT, SOTHEBY’S, 34-35 NEW BOND STREET, LONDON W1A 2AA

**FOR Telephone Bids Telephone: +44 (0)20 7324 8002 or fax: +44 (0)20 7324 9244**

**FOR Fixed Bids only telephone: +44 (0)20 7324 8038 or fax: +44 (0)20 7324 9205**

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**Signed: [Signature]**

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GUIDE FOR ABSENTEE BIDDERS

If you are unable to attend an auction in person, you may give Sotheby's Bid Department instructions to bid on your behalf by completing the form overhead.

This service is free and confidential. Please record accurately the numbers, descriptions and the top price you are willing to pay for each lot.

We will try to purchase the lot(s) of your choice for the lowest price possible, subject to a minimum bid of more than the top amount you indicate. "Buy" or unlimited bids will not be accepted.

Alternative bids can be placed by using the word "OPP" between lot numbers. Bids must be placed in the same order as in the catalogue.

The form should be used for one sale only; please indicate the sale number, title and date on the form.

Please place your bids early as possible, as in the event of identical bids the earliest received will take precedence. Where possible, bids should be submitted at least twenty-four hours before the auction.

Where appropriate, your bids will be rounded down to the nearest amount consistent with the auctioneer's bidding increments.

Absentee bids, when placed by telephone, are accepted only at the auctioneer's risk and must be confirmed by letter or fax to the Bid Department on +44 (0)20 7095 6255.

Please note that the execution of written bids is offered as an additional service for no extra charge at the auctioneer's risk and is undertaken subject to Sotheby's other conditions at the time of the auction. Sotheby's therefore cannot accept liability for failure to place such bids, whether through negligence or otherwise.

Successful bidders will receive an invoice detailing their purchases and giving instructions for payment and clearance of goods. Unsuccessful bidders will be advised.

Successful bidders of large objects are generally required to arrange early collection of their goods as they will incur storage charges after 14 days.

Bidders on large objects are recommended to check on the afternoon of the auction whether they have been successful.

All bids are subject to the conditions of business applicable to the sale, a copy of which is available from Sotheby's office, or by telephoning +44 (0)20 7095 6172. Conditions of Business particularly relevant to buyers are also set out in the sale catalogue.

It is against Sotheby's general policy to accept single or multiple related payments in the form of cash or such equivalents in excess of the local currency equivalent of US$100,000.

It is Sotheby's policy to request any new clients or purchasers preferring to make a cash payment to provide proof of identity (by producing some form of government issued identification containing a photograph, such as a passport, driving licence or driver's licence) and certification of permanent address. We reserve the right to seek identification of the source of funds received.

In connection with the management and operation of our business and the marketing and supply of Sotheby's Commissions' services, or as required by law, we may ask clients to provide personal information about themselves or obtain information about clients from third parties (eg. credit information). If clients provide Sotheby's with information that is defined by law as "sensitive", they agree that Sotheby's Commissions may use it for the above purposes. Sotheby's Commissions will not use or process sensitive information for any other purposes without the client's express consent. If you would like further information on Sotheby's policies on personal data, or to make corrections to your information, please contact us on +44 (0)20 7095 6667.

In order to facilitate the services clients have requested, Sotheby's may disclose information to third parties (eg. Shippers). Some countries do not offer equivalent legal protection of personal information to that offered within the EU. In Sotheby's policy to request that such third parties respect the privacy and confidentiality of our clients' information and provide the same level of protection for clients' information as provided within the EU, whether or not they are located in a country that offers equivalent legal protection of personal information. By signing the Absentee Bid Form you agree to such disclosure. Clients will please note that for security purposes, Sotheby's' properties are subject to video recording. Telephone calls, e.g. telephone bidding-related messages may also be recorded.

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