

10. A resolution put to the vote of the Meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by at least two members of the Committee entitled to be present and present at the Meeting. A poll, if demanded, shall be taken at such time and in such manner as the Manager shall direct.

11. On a show of hands every member of the Committee present at the Meeting shall have one vote. **In case of a poll every member of the Committee shall have one vote for every Undivided Shares representing Residential Units and Commercial Units and Other Units in the Village which he represents on the Committee** and the representative of the school shall have one vote for every Undivided Share representing the School and the representative of the Clubs shall have one vote for every Undivided Share representing the Clubs and the representatives of the Manager and the Registered Owner shall collectively have one vote for every Undivided Share held by the Manager and/or the Registered Owner.

Please refer to next page for definition of Other Units.

12. In the case of an equality of votes the Chairman shall have a second or casting vote.

13. The function of the Committee shall be limited to representing the Owners of the City in all dealings with the Manager, to make suggestions for the amendment, deletion or addition to the City Rules and undertaking such other duties as the Manager may delegate to the Committee.

14. The Committee and the members thereof shall not be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance or in purported pursuance of the provisions of this Deed or any Sub-Deed of Mutual Covenant not being an act or omission involving criminal liability or dishonesty or wilful negligence by or on the part of any or all of the Committee and the Owners shall fully and effectually indemnify the Committee from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with any act, deed, matter or thing done or omitted as aforesaid and all costs and expenses in connection therewith and not involving criminal liability, dishonesty or wilful negligence on the part of the Committee or the members thereof.

15. No remuneration shall be payable to the Committee or any member thereof but such members shall be entitled to be reimbursed for all out-of-pocket expenses necessarily incurred in carrying out their duties.

16. A member of the Committee shall hold office until :-

- (a) He ceases to be the Chairman of the Village Owners' Committee which he represents or the representative of the School or the representative of the Clubs or the representative of the Hotel or representatives of the Manager or the Registered Owner by whom he

When a Poll Vote is called at the City Owners' Committee (COC), Village Chairpersons are entitled to vote all Residential, Commercial and Other Unit undivided shares in the Village that they represent. The definition of Other Unit in the DMC includes "all other areas" apart from the Common Areas. This must include the Village Retained Areas, and this indeed is the interpretation that CM has applied at the COC each time that a Poll Vote has been called.

"Service Area"	The pieces of land indicated in the Master Plans as Service Area on which the gas plants, repair shops, Godowns, dormitories for staff and all other buildings and structures which will be constructed thereon for the purpose of supplying services to the City.
"The School"	The School or Schools to be erected on part or parts of the Lot in accordance with the Master Plans.
"The Hotels"	The Hotel or Hotels to be erected on part or parts of the Lot in accordance with the Master Plans.
"Commercial Development"	All the Buildings erected or to be erected on the Lot for commercial use in accordance with the Master Plans.
"Commercial Unit"	A Unit in the Commercial Development.
"Other Unit"	The Clubs, the Hotel, the School, the Service Area, the Car Parking Spaces and all other areas for non-residential uses except City and Village Common Areas and Facilities.
"Residential Development"	All the buildings erected or to be erected on the Lot intended for residential use in accordance with the Master Plans.
"Residential Unit"	A Unit in the Residential Development.
"City Common Areas"	The tunnel, the major roads and passageways, footpaths, steps and staircases not within any buildings or villages, driveways and pavements, pumping stations, conservation areas, dam and reservoir and refuse disposal areas, salt and fresh water storage and treatment areas, sewage treatment areas, and such part or parts of the Service Area as shall be used for the benefit of the City. These City Common Areas together with those City Retained Areas as defined and these City Common Facilities as defined form the entire "Reserved Portion" and "Minimum Associated Facilities" mentioned in the Conditions.
"City Retained Areas"	The Piers, the breakwaters and other marine structures, public gardens, lawns, transport terminal, children's playground, public beaches, estate management offices, aviary/botanical garden, non-membership golf course (if any), cable-car system (if any), the heliport and the other part or parts of the Service Area and all open areas and spaces in the City other than the City Common Areas.
"City Common Facilities"	(a) Such of the sewers, wells (if any) power transmission lines, wires and cables and other service