

**CONDITIONS OF ENGAGEMENT
OF
PROFESSIONAL SERVICES
AND
SCALE OF PROFESSIONAL FEES AND CHARGES**

Effective from January, 1998

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Extracts from the Memorandum, Articles of Association and Bye-laws of the Institute, relevant to the OBJECTIVES OF THE INSTITUTE

- a. To advance the study of town planning, civic and artistic development of and of the sciences and arts as applied to those subjects ;
- b. To promote planned, economic, scientific and artistic development of towns, cities and rural areas ;
- c. To promote the general interest of those engaged in the practice in Town and Country Planning ;
- d. To foster the teaching of subjects related to Town and Country Planning and assist in providing such teaching by making grants to technical schools, colleges or institutions, or by paying or assisting to pay the fees and expenses of students of any such subjects or by providing and giving scholarships, prizes and other rewards to such students, or by any or all such methods ;
- e. To devise and impose the means for testing the qualifications of candidates for admission to membership of the Institute by examination in theory and in practice or by any other tests or arrange with any technical school, college or institution for the imposition of such tests ;
- f. To consider all questions affecting the practice of Town and Country Planning and to initiate and watch over measures affecting or likely to affect Town Planning ; and to procure changes of, amendments in, the law relating to or affecting Town and Country Planning ;
- g. To hold conference or meeting for the discussion of, and the exchange of views on matters affecting or relating to Town and Country Planning, the reading of papers and the delivery of lectures ; and to hold congresses or exhibitions (either jointly with any other body or institution or independently) for the exposition of any matters affecting or relating to the practice or theory of Town and Country Planning or any allied subject ; and to award medals, certificates, prizes or diplomas in connection therewith ;
- h. To form or acquire by purchase, donation, bequest or otherwise a library and collection of maps, drawings or other material, and to maintain, extend and improve the same ; and
- i. To ascertain and notify the law and practice relating to Town and Country Planning, and to compile, collect revise, print and publish statistics, professional record, periodicals relating to any of the objects of the Institute.

INSTITUTE OF TOWN PLANNERS, INDIA

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PART – ONE

1.0 INTRODUCTION

Urban and Regional Planning and Development refers to a process that harnesses spatio-economic potential of an area for the benefit of the people. Its scope ranges from a cluster of houses to the entire settlement and beyond to a region and even the nation as a whole. An Urban and Regional Planner is professionally trained and has the knowledge, skill and competence to handle the planning and development tasks.

In rendering professional services, an Urban and Regional Planning and Development Consultant (hereinafter referred to as Consultant Planner) naturally assumes great responsibilities to the client who could be an individual, a community, an agency, a corporate body, or a department of the central, states or local government. The job is highly technical requiring skill and sincerity in planning as well as public dealing. The Consultant Planner, therefore, has to be a person with integrity, capacity, ability, dynamism and imagination. In addition to his professional obligation, Consultant Planner has commitments to his employees, the Institute of Town Planner, India, (herein referred to as the Institute) and planning students. For effectively discharging his professional responsibilities attached to the assigned job he has to coordinate his work with experts of other related professions. These are the factors that determine the value of professional services rendered to a client by the Consultant Planner.

The Client, on his part, is required to make distinct decisions as regard to the professional services to be rendered by a Consultant Planner, such as (a) determine the planning programme which sets the type and quantity of work, (b) choose right consultant which sets the quality of works and (c) decide on the fee and cost of the work. Keeping these in view, for mutual benefit of both the Client and the Consultant Planner and to maintain the highest standards of practice and conduct, the Institute of Town Planner, India have adopted the following Conditions of Engagement and the Scale of Professional Fees and Charges in relation to the professional services to be rendered for use by all its Corporate Members.

1.10 CONDITIONS OF ENGAGEMENT

Conditions of engagement are the following:

1. All projects covering more than 2 hact. Area must be handled by a qualified planner who shall be a corporate member of the Institute.
2. Corporate Members of the Institute of Town Planners, India, are governed by the Articles of Association and Bye-laws of the Institute.
3. The code of professional conduct as given in the Articles of Association and Bye-laws of the Institute shall be the standard of conduct to which all Corporate members of the Institute of Town Planners, India, whether in service or practice, “and remunerated by salary or fee, must conform. For any failure in this respect, the Council of the Institute may judge a Corporate Member guilty of unprofessional conduct and reprimand, suspend or expel him from the Institute. Cases of unprofessional conduct, not specifically covered by the Institute’s code of professional conduct, shall be dealt with by the Council and its decision shall be final.
4. A Consultant Planner shall be remunerated only for the professional services rendered by him as called for by the Client and he should necessarily enter injto an agreement with the Client which shall detail the professional services to be rendered and the scale of professional fees and charges.
5. Scale of professional fees and charges as described in Part Three shall be the minimum acceptable to a Consultant Planner enabling him to render competent professional servces to the Client. It shall be the duty of a Corporate Member of the Institute to uphold and apply the scale of professional fees and charges. Corporate Members of the

- Institute undertaking planning consultancy are, however, at liberty to charge higher fees with mutual agreement with the Client, in consideration of their particular professional standing, higher level of expertise offered by their organization, nature and complexity of the assignment, time constraints and such other factors.
6. If the clauses in Part Two and part Three describing the professional services and accordingly the scale of professional fees and charges do not cover any specific work to be assigned by a Client to a Consultant Planner, the matter shall be referred to the Secretary General of the Institute of Town Planner, India, either by the Client or the Consultant Planner in writing. The Institute shall define the scope of the work and accordingly the professional fees and charges, within four weeks after the receipt of the aforesaid letter.
 7. For any decision of the Client which results in either addition or deletion in the scope of the work detailed in the agreement vide clause 1.10.4, a commensurate addition or reduction in professional fees and charges shall be made by the Consultant Planner in agreement with the Client.
 8. Employment of Consultants in other professions by the Consultant Planner shall be at the discretion of the Consultant Planner and in agreement with the Client. Whether such Consultant is remunerated by the Client or the Consultant Planner, the Consultant Planner shall be responsible for the direction, integration and coordination of the work assigned to him.
 9. If the Client is not satisfied with the professional services rendered by the Consultant Planner or by any of his action, the work assigned to the Consultant Planner may be withdrawn after giving him reasonable notice, thus terminating the engagement. The Client shall pay to the Consultant Planner, his professional fees and charges for the professional service rendered upto the date of the termination and in accordance with the agreement vide clause 1.10.1.
 - 10.A Consultant Planner shall reserve the copyright for his work in accordance with the provisions of the Indian Copyright Act and the same shall not be copied or repeated by the Client or by any body for the purpose of reproduction and publication or for the execution of work other than the work for which the professional service is rendered, unless the written consent is obtained from the Consultant Planner. Drawings, charts, tables, models and reports relating to the work assigned to the Consultant Planner are the instruments of the

- professional services to be rendered by him and as such these are his intellectual properties.
11. Any difference or disputes may, by agreement between the Client and the Consultant Planner, be referred to the Secretary General, for a ruling by the Institute of Town Planner, India, provided always that such ruling is sought on a joint statement of undisputed facts and both the Client and the Consultant Planner undertake to accept it as final.
 12. Where any difference or dispute arising out of the conditions of engagement, professional services and / or scale of professional fees and / or charges cannot be determined by the Institute, if a reference of this kind is made to the Institute vide clause 1.10.11, it shall be referred to the arbitration of one or more persons to be agreed upon between the parties, or failing the agreement within fourteen days after either party has given to the other, a written request may be made by any one of the parties as per the Indian Arbitration Act. One of the arbitrators shall be nominated, at the request of either party, by the President of the Institute of Town Planner, India.

1.20 GENERAL

1. The Consultant Planner is required to undertake only practicability of his proposals but he is not required to give any constructional details in the form of detailed design, estimates, specifications or costing as part of the professional assignments. These, if required, will be considered as separate services, remuneration for which shall be in accordance with scale of professional charges for such works of appropriate accredited institutions.
2. The Consultant Planner is not required to carry out any primary / basic planning surveys as part of the planning assignments listed under Part Two. For purposes of the planning assignments he is required to only refer and draw upon survey data made available to him by the Client, or which may become available through secondary sources only. All survey work shall be an additional assignment and separate remuneration shall be payable in accordance with the appropriate scale of charges on man-onth basis.
3. The scope of services and scale of professional charges provided herein, are applicable to professional services to be entrusted to corporate Members of the Institute of Town Planner, India. Consultancy firms wishing to undertake urban and regional

planning and development consultancy projects shall also be governed by these Conditions of Engagement and Scale of Professional Fees and Charges and shall have a corporate member of the Institute as the leader of the consultancy project.

PART – TWO

2.0 DESCRIPTION OF CONSULTANCY SERVICES

Part Two presents the various types of Consultancy to be rendered by a Consultant Planner and also describes the other details including job out put.

2.10 TYPES OF CONSULTANCY SERVICES

The various types of Consultancy services can be as provided in this following paragraphs.

2.11 Urban area Planning

This includes preparation / rendering of :

1. Perspective Plan ;
2. Development Plan ;
3. Annual Plan ;
4. Schemes and Projects like residential / commercial / industrial / recreational development ; development for4 public and semi-public use ; conservation, re-development, up gradation, and urban design, etc. ; and
5. Partial services like traffic and transportation planning, landscaping, ecological surveys and environmental impact assessment, spatial impact assessment, cost-benefit studies, feasibility studies, appraisal and evaluations, projects formulation, utilities and services planning, physical surveys – base maps, remote sensing data products, digital mapping and analyses, socio-economic and household surveys, traffic surveys, etc.

2.12 Regional Planning

This includes the following :

1. Regional Perspective Plan ;
2. Regional Development Plan ;
3. Regional Annual Plan ;
4. Schemes and Projects ;
5. Village Development Plans ; and
6. Partial services as detailed in para 2.11.5 and applicable to regional planning and development.

2.13 Planning Management

This includes supervision and plan implementation / enforcement, fiscal planning and programming, coordination and liaison.

2.14 Advice, Arbitration and Legal Services

2.15 Urban and Regional Planning Development Research & Training

2.20 OUT PUT OF URBAN AREA PLANS

2.21 Perspective Plan

A perspective plan is a policy document incorporating socio-economic and spatial development issues, goals, objectives, potentials, policies, strategies and priorities. The plan period is 20-25 years which is co-terminus with the state / central Five Year Plans. The output of a Perspective Plan shall be in ranging from 1 : 10,000 to 1 : 25000 and shall incorporate existing characteristics and potentials, projected requirements and assessment of deficiencies, development aims, objectives, policy, strategies, general programmes and priorities pertaining to the following and priorities pertaining to the following as may be relevant ;

1. Physical characteristics and natural resources ;
2. Demography ;
3. Economic base and employment generation covering formal sector, informal sector and special sectors like tourism and pilgrimage ;
4. Infrastructure Development covering : utilities like water supply, electricity, sewerage, drainage, refuse collection and disposal ; facilities

- pertaining to education, health, recreation ; services like communication (e.g., postal and telephone), protection (e.g., policies, fire) and others ;
5. Housing and shelter development ;
 6. Transportation ;
 7. Environmental protection ;
 8. Spatial development covering : proposes generalized land use indicating direction, growth of the settlement and its components like residential (formal / informal), commercial, industrial areas, open spaces, network of roads ; major activity node ; conservation of environmentally sensitive areas, historic sites and monuments and tourism ; phasing of spatial development ;
 9. Implementation and monitoring : priorities and monitoring mechanism ;
 10. Capacity building for fiscal, manpower and land resource mobilization.

For professional fees see Tables 3.21 and 3.22 in part Three.

2.22 Development Plan

Conceived within the framework of a Perspective Plan, the Development Plan is a medium term (5 year) comprehensive Plan of spatio-economic development of the urban area.

In cases where the Development Plan is for a municipality constituted under the provisions of state laws as per Constitution (74th) Amendment Act, the plan period of 5 years is so adjusted that the first three years fall during and up to the end of the terms of the municipal body and the next two years fall during the term of following municipal body. Zonal Plans, where applicable, shall fall within this category.

The output of a Development p Plan shall be in the form of a report supported by illustrations and maps drawn to scale ranging from 1:5,000 to 1:25,000 and shall provide in a comprehensive manner all or any of the following :

1. Existing conditions and development issues ;
2. Projected requirements and assessment of deficiencies of deficiencies covering all items given under 2.21 ;
3. Development aims and objectives ;
4. Development Proposals (formal and informal sector)

- a. Concept of hierarchy of planning units and spatial development of various activity nodes, facility centers and network of roads ;
 - b. Commercial activity (formal and informal) nodes and corridors ;
 - c. Industrial activity nodes ;
 - d. Residential (formal and informal);
 - e. Open spaces system;
 - f. Higher order facilities and facility centers ;
 - g. Public and semi-public offices;
 - h. Transportation network and its interface with land use and activity nodes;
 - i. Conservation, renewal and redevelopment areas;
 - j. Proposed land use; and
 - k. Infrastructure development (general proposals)
5. Resource Mobilization: Proposals for fiscal, land and manpower resources mobilization.
6. Implementation
- a. Phase the development in two phases :
Phase – I (3 years) upto end of the term of the local authority and further detailed into annual break-up ; and
Phase – II (2 years) upto the end of the plan period and further detailed into annual break-up.
 - b. Identify projects / schemes by phase and implementing agencies including private, cooperative and corporate sectors.
 - c. Classify various projects identified as a part of development proposals by priority as under :
 - Essential (top priority) ;
 - Necessary (2nd priority) ;
 - Acceptable and desirable (3rd priority) ; and
 - Deferrable (4th priority).
 - d. Development promotion rules / regulations.

7. Monitoring and Review.

For professional fees see Table 3.21 in Part Three.

2.23 Annual Plan

Conceived within the framework of the Development Plan, an Annual Plan is a Plan of Action that the planning and development agency intends to undertake for implementation during the year, taking into account the physical and fiscal performance of the preceding year and indicating resource requirements and its mobilization.

The output of an Annual Plan shall be in the form of report with illustrations and maps drawn to a scale of 1: 5,000 to 1: 25,000 and shall provide all or any of the following :

1. Brief introduction to the urban centre ;
2. Review of last year's performance indicating both physical and fiscal achievements covering all the components of the Development Plan and the projects implemented and specify the areas or actions which require attention with particular reference to : finance ; capacity and skill up gradation ; administrative and legal issues ; and changes in policies, programmes or priorities ;
3. Aims and objectives of development during the year and priorities ;
4. Physical targets (schemes and programmes) for implementation of each component of the plan ; and fiscal requirements ;
5. Fiscal resource mobilization plan indicating the manner of mobilization of resource required for implementation of the annual plan, specifying the amount of money proposed to be mobilized through : local authority resources, local authority – private sector joint ventures ; institutional financing, market borrowing, private sector, central and state assistance ;
6. Land assembly required by the development components and the manner of assembly of land ; and
7. Capacity building and skill up gradation.

For professional fees see Tables 3.21 and 3.22 in Part Three.

2.24 Projects / Schemes

Conceived within the framework of a Development Plan, projects and schemes are working layout, supported by written report, providing all necessary planning details for execution drawn to a scale of 1:1,000 to 1:2,500 and shall include :

1. Location and other physical characteristics of the site ;
2. Site planning highlighting aims and objectives and schedule of are requirements as per provision of the Development Plan; alternative concepts of layout, their evaluation and selection of a preferred concept; layout based upon the preferred concept ;
3. Planning (not engineering) details of infrastructure (water supply, sewage, drainage, electricity, road network and arboriculture;
4. Environmental and spatial implications of the project/scheme; and
5. Financing Plan : indicating sources of finance; proportion, form and nature of funds; proportion, form and nature of financing by various participating agencies and local authority; cash flow and repayment schedule;

For professional fees see Table 3.23 in Part Three.

2.30 OUTPUT OF REGIONAL PLANS

2.31 Regional Perspective Plan

A Regional Respective Plan is a long-term (20-25 years) plan containing policies and strategies for achieving spatio-economic development and social justice in a region which could be a state as a whole; a specific region like resource region, hill region, coastal region; a city region or metropolitan area, a district or any other sub-region of a larger region. The output shall be in the form of report with illustration and maps in the scale of 1 : 50,000 to

1: 250,000 and shall consolidate plans to urban and rural local bodies and other central and state government departments and agencies and include any or all of the following :

1. Physical and natural resource potentials and their utilization;
2. Natural hazard prone areas ;
3. Poverty alleviation and employment in both formal and informal sectors;
4. Development of trade, commerce and industry;
5. Agricultural and rural development;
6. Metropolitan area/National/State/Regional/District (as the case may be) level transportation system including mass transport ;
7. Integrated infrastructure development covering water, energy, sanitation, education, health, recreation and other utilities, facilities and services;
8. Housing and shelter development ;
9. Urbanisation trends, urbanisation policy, population assignment and settlement pattern of rural service centres as well as small, medium and large urban centres and their functional specialization ;
10. Protection of environmentally and ecologically sensitive areas and conservation of heritage zones ;
11. Generalised land use ;
12. Fiscal resource requirements and its mobilization including the extent and nature of investments likely to be made in the region by agencies of the government of India and the State Government ;
13. Development of special areas, if any, such as new towns, industrial townships, tribal areas, coastal areas, etc.; and
14. Phasing of the plan in periods of five years preferably co-terminus with the state Five Year Plan.

For professional fees see Table 3.24 and 3.22 in Part Three.

2.32 Regional Development Plan

A Regional Development Plan, conceived within the framework of the Regional Perspective Plan is a comprehensive medium term (of 5 years) plan that consolidates the planning proposals of all urban and rural local bodies

falling within the delineated area and provides regional development goals, objectives, priorities, sectoral programmes and their spatial environmental implications. The output covers report within illustrations and maps drawn to 1:50,000 to 1:100,000 scale and shall provide all matters as given under section 2.31. The phasing of Regional Development Plan shall be in five annual periods giving sectoral programmes, projects and schemes indicating physical targets and fiscal requirements.

For professional fees see Table 3.24 in Part Three.

2.33 Regional Annual Plan and Projects and Schemes

The output of a Regional Annual Plan or Projects and Schemes shall be similar to those of Urban Area Annual Plans (section 2.23) and Projects/Schemes (section 2.24)

For professional fees see Tables 3.24 and 3.22 (for Annual Plan) and Tables 3.23 or 3.25 (for Projects and Schemes) in Part Three.

2.34 Village Development Plans

This service includes socio-economic and spatial planning of village settlement and cost effective development of infrastructure including water supply, drainage, sewerage, refuse collection and disposal based on community participation and management approach.

For professional fees see Table 3.21 in Part Three.

2.40 PARTIAL SERVICES

Partial services include all or any service as given under section 2.11.5. The output shall include planning, phasing, financing and guidelines for enforcement under existing legislation, wherever necessary.

For professional fees see Tables 3.23 and 3.24 in Part Three.

2.50 PLANNING MANAGEMENT

Planning management includes any or all services given under section 2.13 and the output shall be as per agreement with the Client.

For professional fees see Tables 3.23 and 3.24 in Part Three.

2.60 ADVICE, ARBITRATION AND LEGAL SERVICES

This service shall cover any of the professional duty as adviser, arbitrator, technical expert giving evidence before a committee or court of law, advising to solicitors or attending in a court. The output shall be as per agreement with the Client.

For professional fees see Tables 3.25 and 3.26 in Part Three.

2.70 ADVICE, ARBITRATION AND LEGAL SERVICES

The scope of research & training covers all aspects, areas of concern and levels of Urban and Regional Planning and Development. The output shall be as per aims and objectives of research or training proposal and terms of agreement with the Client. Since fees will depend upon the nature of research project and the work involved, it should be as per agreement with the Client.

Table 3.25 and 3.26 in Part Three may be referred to as a rough guide.

PART – THREE

3.00 SCALE OF PROFESSIONAL FEES AND CHARGES

For the various types of professional services, listed in Part Two, to be rendered by the Consultant Planner, the scale professional fees and charges shall be in accordance with the provisions of this part Three.

3.10 BASIS OF CALCULATION

The factors that have governed the professional fees and charges include specific cost to the Consultant Planner's office in rendering the service and his consultation fees. With a view to introduce simplification and transparency, this cost has been expressed in terms of existing population or percentage of cost of land development or cost of total project calculated on unit rates as per local PWD Schedule of Rates.

As consultancy practice has to play an active role in planning and development process and there are several emerging areas requiring consultancy services, the international system of fees calculation, in the form of 'man-month', has also been provided for services which are not specifically identified in this document. In this system, fees for one man month includes fees of the Consultant Planner and proportionate expenses on his support staff, office space, stationery, etc. for one month. This method, however, may also be used for fees calculation for the services specified in this document with the condition that the lower of the two shall be the chargeable fees.

Since consultancy related to planning management, advice, arbitration, legal services, etc. may be provided based upon time charges per day or retainership per month, these have been accordingly included in the scale of professional charges. The time charges shall relate to actual number of days or part thereof spent on the consultancy work by the Consultant Planner, his associate and staff.

3.20 BASIS OF CALCULATION

The professional fees for various consultancy services shall be as given in the Tables 3.21 to 3.26. The fees indicated in Tables 3.21, 3.24, 3.25 and 3.26 shall be subject to Cost Index and be adjusted accordingly.

Table 3.21 DEVELOPMENT PLANS

Existing ¹ or Assigned Population	Fees (Rs./Person)
a. Upto 50,000	20
b. Next 5,00,000	15
c. Next 20,00,000	10
d. More than 25,50,000	05

Note : Minimum population for fees calculation shall be 10,000 for urban and 5,000 for rural settlements.

1. For fees calculation annual rate of growth of population shall be 2.5 percent.

Table 3.22 FEES FOR VARIOUS PLANS

Type of Plan	Fees as Percentage of Development Plan Charges
a. Perspective Plan	40
b. Development Plan/Zonal Plan	100
c. Annual Plan	25

Table 3.23 FEES FOR PROJECTS/SCHEMES

	Fees
a. All Layouts/Projects/Schemes	1.25 % of the cost of land Development. ²
b. Urban design Redevelopment schemes	1.25 % of the cost of the total project ³

2. This includes cost of water supply, sewerage, drainage, construction of roads, street lighting, arboriculture and site leveling based on unit rates as per local PWD.

3. This includes both the cost of development and buildings.

Table 3.24 REGIONAL/DISTRICT/METRO-AREA DEVELOPMENT PLAN

Existing ¹ Population	Fees (Rs./Person)
a. Upto 50 lakh	1.00
b. Next 50 lakh	0.75

c. Next 50 lakh	0.50
d. More than 150 lakh	0.25

Note : Minimum population for calculation of fees for Regional Development Plans shall be 10 lakh.

- ^{1.} For fees calculation annual rate of growth of population shall be 2.5 percent.

Table 3.25 ALL OTHER SERVICES ON MAN-MONTH BASIS

Man-month	Fees (Rs.)
1. Man-month	50,000
1. Man-month (Senior level ²)	1,00,000

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- 2 A Consultant Planner having experience of at least 15 years in the field.

Table 3.26 TIME CHARGES / FEES AS RETAINER

	Amount in Rupees	
	Time charges/ Day	Retainership fees/ month
a. Principal Consultant ³	2,000	30,000
b. Associate Consultant ⁴	1,000	15,000
c. Consultant's staff		500

- 3 The head of a Consultancy Firm, a project leader or all senior consultants with 15 years of experience fall in this category.

- 4 All other Consultant Planners, not included under 3 above.

PART – FOUR

4.0 GENERAL

4.10 The above scale of professional charges in no case would cover any of the following expenses, viz. :

- a. Traveling, full board and lodging, local transport expenses for Consultant Planner and his team;
- b. Expenses incurred/spent by Consultant Planner and his associates for meetings, discussions, consultations, in connection with the assignments; and
- c. Expenditure on miscellaneous work/studies/procurement of data/documentation/photography/visuals/models/use of computer and similar equipments, etc.

These expenses shall be considered over and above the professional fees payable, and according to prior arrangement either borne directly by the Client or reimbursed to the Consultant Planner from time to time as may be agreed upon.

4.11 Six copies of each drawing and report shall be supplied free of cost to the Client by the Consultant Planner. Additional copies shall be chargeable extra.

4.12 The scale of Professional Fees and Charges prescribed herein shall come into force immediately and shall be subject to review every five years.

4.20 MODE OF PAYMENT

For the professional services rendered for any particular work assigned to the Consultant Planner by the Client on the basis of the professional fees and charges and agreed upon by and between the Client and the Consultant Planner, the mode of payment of the professional fees and charges shall be the following :

Stages	Description / Task ¹	Fees Payable as Percentage of Total Fees Agreed
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1. On the date of signing the agreement	10
2. On submission of Preliminary report/plans	30
3. On submission of draft final report/plans	20
4. On submission of final report/plans	30
5. On acceptance of the final report/plan	10
By the client	

Total	100
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- 1 The task under each stage should be specified depending upon the nature of work and should form part of the agreement.

Extracts form the Memorandum, Articles of Association and Bye-laws of the Institute, relevant to the CODE OF PROFESSIONAL CONDUCT.

1. A MEMBER OF THE Institute will undertake continuing study of planning problems and their solutions and pledge himself to the exchange of his opinions and knowledge with others, in the interest both of the profession and of the public.
2. A member of the Institute will act towards other members of the profession in a spirit of fairness and consideration. He will not falsely or maliciously injure the professional reputation of another planner.
3. A member of the Institute will not compete for prospective employment on the basis of the fee charged, nor by taking advantage of a salaried position. Having stated the proposed charge, he will not reduce the amount in order to offer a lower price than another planner.
4. A member of the Institute shall follow the scale of charges for professional services recommended by the Institute of Town Planners, India, and in case where the scale cannot be applied, he shall refer such a special case to the Institute and obtain permission to charge on a basis other than the one prescribed by the Institute.
5. A member of the Institute shall, not attempt to supplant another town planner, once he has knowledge that definite steps have been taken towards the other's employment; nor will he knowingly accept an appointment while the just claim of another town planner previously employed remains unsatisfied. He will not investigate or criticize the works of another town planner for the same client without first giving the other an opportunity to explain his work. He will not advertise in self-laudatory language or in any other manner derogatory to the dignity of the profession.
6. No member or student of the Institute shall take part in a town planning competition not approved by the council of the Institute.
7. Within the limitations imposed by his responsibility to both public and private interests, a member of the Institute will act as a faithful agent of his employer or client, whether an individual, either private party or a public agency. He will not undertake work for which he is not qualified by education or experience, nor at a price that precludes adequate performance. He will accept no remuneration other than his established compensation or agreed charges for services rendered. He shall have no financial interest in the result of his work which has not been disclosed to and received the approval of his client nor shall he use for himself nor disclose to his relatives, friends, nor to any person,

whatsoever private information in the course of his professional duties which could be turned to pecuniary advantage.

8. Any estimate of work to be performed by other than himself is to be considered an expression of opinion which implies no guarantee of any kind.