



**LEMBAGA PERANCANG BANDAR MALAYSIA  
(BOARD OF TOWN PLANNERS MALAYSIA)**

**SCALE OF MINIMUM FEES  
AND GENERAL CONDITIONS OF ENGAGEMENT  
RULES 2017**

**(Approved on 16 February 2017)**

**TOWN PLANNERS (SCALE OF MINIMUM FEES) RULES 2017**  
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## TOWN PLANNERS (SCALE OF MINIMUM FEES) RULES 2017

In exercise of the powers conferred by subsection 8(c) of the Town Planners Act 1995 [Act 538]. The Board of Town Planners with the approval of the Minister, makes the following rules:

### PART I PRELIMINARY

#### Citation and commencement

1. (1) These rules may be cited as the **Town Planners (Scale of Minimum Fees) Rules 2017**
- (2) These Rules come into operation on .....

#### Interpretation

2. In this rules, unless the context otherwise requires—

“appointment fee” means a non-refundable sum of money payable to the Town Planner immediately on his official engagement to undertake the project. It is treated as mobilisation fee which is part of the total fee payable to the Town Planner for professional services rendered;

“additional services” means services provided by the Town Planning consultancy practice under a separate appointment;

“basic services” means the main basic services that may be provided by the Town Planning consultancy;

“Board” means the Board of Town Planners established under the Section 3 Town Planners Act 1995 [Act 538];

“change of land use zoning or intensity” means any application of planning permission related to change of land use zoning (agriculture, residential, commercial, industrial or mixed development) which is against or contradicting with the land use zone gazetted in a local plan. The application will also include change in the gazetted density for residential and plot ratio for commercial or industrial;

“change of use of land for non-development” means land matters in which land has been subdivided or change of use of land or amalgamation or partition of land only meant for non-development;

“Consultancy Practice of Town Planning” means sole proprietor, partnership or body corporate registered under Business Registration Act 1956 [Act 197], Partnership Act 1961 [Act 135] or Company Act 1965 [Act 125] and registered under Section Registration;

“erection of building ” means any application of planning permission involving a plot of land for the erection of building in which planning permission has been approved and individual title has been issued by the Land Office;

“Goods and Services Tax” means the input tax invoice imposed by Customs on services rendered to the total professional fees;

“gross fee” means the quantum of professional fee excluding Goods and Services Tax ;

“land matters” means any application of planning permission for land development under National Land Code 1965 [Act 56] such as surrender and realienation of land under section 204A, simultaneous land use conversion and subdivision under section 124A, surrender of land under section 197 and reapply of land under section 76, National Land Code 1965 [Act 56];

“layout plans” as defined under Town and Country Planning Act 1976 [Act 172];

“development planning report” as defined under Town and Country Planning Act 1976 [Act 172];

“man-month” means number of working months in a year or throughout the duration of the project to be undertaken;

“material change in the use of land or material change in the use of a building” as defined under Town and Country Planning Act 1976 [Act 172];

“memorandum of agreement” means the memorandum of agreement entered into between the client and the consulting town planner in connection with the provision of professional services for the works;

“Multiplier” means a factor derived from the elements covering annual salary; gratuity; benefits including bonuses, contributions to the Employees Provident Fund, staff savings and pension fund, subscription to professional institutions, payments to registration boards, leave, medical aid and insurance, conferences and workshops; office administration expenses rentals, telephone, telex, facsimile, courier and postal charges, stationery, subscriptions to journals, training and scholarships, transportation costs, legal fees, audit fees and bank charges; and profits.

“Professional Town Planner” means a person registered under Section A – Daftar with the Board of Town Planners.

“Planning Permission” means permission granted, with or without conditions to carry out development; planning permission application is within the context of Part IV of the Town and Country Planning Act 1976 [Act 172] and Federal Territory (Planning) Act 1982 [Act 267].

“Planning Approval” means approval obtained for planning permission from local planning authority i.e. with reference to Sub-section 3, Section 22, Town and Country Planning Act 1976 (Act 172), where planning approval constitute an endorsed plan and issuance of Planning Permission (Kaedah 9(1), Form C(1). For areas under Dewan Bandaraya Kuala Lumpur, planning approval constitutes endorsed plan and Development Order issued in Form 5.

“Project” means the project of which the works form a part;

“Salary” means the basic salary paid by the town planning consultancy practice to a director, partner, sole proprietor, Professional Town Planner, allied professional, sub-professional, site staff, administrative staff or technical staff of the town planning consultancy practice, including any statutory contributions, but excludes any bonuses, allowances or ancillary benefits.

“Time cost” means the annual salary of any person employed by an town planning consultancy practice divided by 1,800 (being deemed to be the average annual total of effective working hours of an employee) and multiplied by the number of working hours spent by such person in performing any of the services in respect of which payment is to be made to the town planning consultancy practice upon the basis of time cost, and the annual salary of a person for a period of less than a full year shall be calculated pro rata to such person's salary for such lesser period.

“Supplementary Services” means services which are not included in the Basic Services but which may be provided by the town planning consultancy practice to supplement the Basic Services.

### 3. Payment of fees

Any town planning consultancy practice which is engaged by a client to perform any of the town planning consultancy services specified in Part II shall not charge less than the scale of minimum fees specified in Part III in addition to the other payments in Part IV, provided that higher fees, where justified by the town planning consultancy practice's special expertise, experience or standing, may be charged with the prior agreement of the client.

### 4. Cost of works

The cost of works shall be determined as follows:

- (a) for completed works, the original contract sum as agreed upon; and
- (b) for any variations to the original contract, the final cost of works including variations accepted by the client.

### 5. Multiplier

The multiplier for the respective persons is as follows:

- (c) 3.0 for a director, partner or sole proprietor;
- (d) 2.7 for an employed professional;
- (e) 2.2 for a sub-professional; and
- (f) 2.0 for an administrative staff or technical staff.

## PART II TOWN PLANNING CONSULTANCY SERVICES

### Types of service

6. (1) Section 2 Town Planners Act 1995 [Act 538], "*town planning consultation services*" means provision of consultancy services related to town and country planning including as any of the below—

- (a) basic professional services;
- (b) supplementary services; or
- (c) additional services.

### **Basic professional services for preparation of development plans**

7. (1) The basic services that may be provided by the town planning consultancy practice for the preparation of development plans shall be for any of the following—

- (a) national physical plan;
- (b) structure plans, local plans and special action area plan; and
- (c) regional plans.

(2) The basic services for preparation of the paragraphs 7(1)(a) to (c) shall be for the following phases—

- (a) preliminary studies phase is to undertake the identification of detail scoping and its deliverables within a specified duration of time for the preparation of the development plan that shall lead to the formulation of the inception report;
- (b) surveys, data acquisition and analysis phase is to conduct surveys and data collection for the planning area, to gather relevant information such as population and employment, natural environment profile, land use and development profile, socio-economic profile, transportation and infrastructure networks, housing, transportation and traffic profile and others related to the plan. analysis of these data shall be undertaken to identify the potentials of the areas and challenges that needs to be addressed by the plan. the surveys, data acquisition and analysis shall lead to the formulation of the technical report and investigation report (for structure plan); and
- (c) draft development plan report phase is to formulate the policies, strategies and proposals in respect to the use of land and its development including measures for the protection and improvement of the physical living environment, preservation and protection of the natural environment the improvement of communications and accessibility, the management of traffic, the improvement of socio-economic well-being and the promotion of economic growth, and any other matters for facilitating sustainable development. the details of the proposals shall refer to the type of development plan (national physical plan or structure plan or local plan or special action plan) and shall take into consideration use of land in neighbouring areas that may be expected to affect the area, the resources available to carry out the proposals and shall contain plans, maps, illustrations, diagrams and reports. the works involve shall lead to the formulation of draft development plans such as draft structure plan or draft local plan or draft special action plan.

### **Basic Professional Services for Planning Permission Application for Material Change in the Use of Land or A Building**

8. (1) The basic professional services that may be provided by the town planning consultancy practice for the preparation of planning application for material change in the use of land or a building shall be for any or all of the following

- (a) application for use of land (zoning) that is inconsistent with the gazetted local plan;
- (b) application for change of activities or use of land or a building which is contradicting with the gazette local plan; and
- (c) application for change of intensity (density or plot ratio) of land which is contradicting with the gazette local plan.

(2) The basic professional services for preparation of the paragraphs 8(1)(a) to (c) shall be for the following phases—

- (a) site analysis and planning consist of preliminary phase of planning process to study the condition of the site, its geographical, social, environmental, infrastructural and legal context of a specific site. The works involves inventory of data, research, analysis and synthesis relating to a specific site. This sets the baseline for the rationale of application for material change in the use of land or a building.

- (b) schematic and design development consist of understanding the project brief and the client's needs, preparing preliminary conceptual ideas for the change of use of land or a building, preparing land use projections as well as its impacts on population and employment generation, preparing projections for community's needs, infrastructure and utilities requirements, and preparing information to support the application of change of use of land or a building;
- (c) plan and document preparation for submission is to prepare drawings or plans to meet the technical requirements of approving authorities, the planning development report, and all documents required for the submission of application for planning permission for change of use of land or a building; and
- (d) submission and approval is for preparing and submitting drawings or plans and other necessary documents to the relevant approving authorities for planning permission approval or approval in principle as required under any relevant laws.

**Basic professional services for planning permission application in respect of other development**

9. (1) The basic professional services that may be provided by the town planning consultancy practice for the preparation of planning permission application in respect of other development shall be for any of the following—

- (a) application for approval of layout plan for a development such as an application of planning permission involving land for the development of new township or for the development of any or all activities such as residential, commercial, industrial, institutional, in which will require the measures for protection and improvement of the physical environment, provisions of public amenities, facilities and utilities to support the development and ensures the efficiency of infrastructure, roads and traffic circulation; and
- (b) application for approval for the erection of building such as an application of planning permission involving a plot of land for the erection of building in which individual title has been issued by land office. Such application shall ensure that its levels, frontages, elevations, appearance, setbacks and access for building and services are considered in its application.

(2) The basic professional services for planning permission application in respect of other development shall be for the following phases—

- (a) site analysis and site planning consist of preliminary phase of planning process to study the climatic, geographical, historical, social, environmental, infrastructural and legal context of a specific site. The works involves inventory of data, research, analysis and synthesis relating to a specific site. This sets the baseline for site planning and design works;
- (b) schematic and design development consist of understanding the project brief that translates the client's needs, preparing preliminary conceptual ideas for the use of land, preparing land use projections as well as its impacts on population and employment generation, preparing projections for community's needs, infrastructure and utilities requirements, and preparing information to support any impact assessments or feasibility studies required of the project;
- (c) plan and document preparation for submission is to prepare layout plan to meet the technical requirements of approving authorities, the planning development report, and all documents required for the submission of application for planning permission; and
- (d) submission and approval is for preparing and submitting drawings or plans and other necessary documents to the relevant approving authorities for planning permission approval or approval in principle as required under any relevant laws.



**9. (2) Other Basic Services related to the Planning Permission application for Layout Plan**

**(a) Submission to National Planning Physical Council**

A professional town planner or town planning consultancy practice shall undertake submission to the National Planning Physical Council to obtain their advice and support when application for planning permission involves the development of any or all of the following :

- A new township that exceeds a population size of ten thousand, or covering an area of more than one hundred hectares, or both;
- Development for the construction of any major infrastructure or utility;
- Development affecting hill tops or hill slopes, in an area designated as environmentally sensitive areas;
- Construction of any national infrastructure such as airports, seaports, land ports, railway transportation and, highways; and national utility works such as the erection of dams, main power stations, toxic waste disposal site and any other infrastructure of national importance.

**(b) Amendments to Approved Layout Plan for Planning Permission Application**

A professional town planner or town planning consultancy practice may be further engaged to amend a layout plan, or part of the layout plan, or the erection of building plan that has been approved and granted planning permission. The amendments shall involve all or any of the following :-

- Change to the development components;
- Change to the layout structure i.e. roads, location of reserves for public amenities, utilities and open spaces; and
- Change in densities and intensities for plots of land designated for residential, commercial, industrial or institutional.

**(c) Extension or Further Extension of Planning Permission**

A professional town planner or town planning consultancy practice may be further engaged to submit an application for the extension or further extension of planning permission that is due to lapse i.e. prior to twelve months after granted date of planning permission.

## 10. Supplementary Services

The Supplementary Services which are not included in the Basic Services but which may be provided by the town planning consultancy practice to supplement the Basic Services shall be any or all of the following:

- (a) ascertaining the client's objectives, brief and constraints for the project and advising the client on how to achieve the objectives;
- (b) inspecting and advising the client on the selection and suitability of proposed sites, and conducting or taking part in negotiations connected therewith;
- (c) preparing and refining the project brief in consultation with the client and interpreting the client's objectives to arrive at an agreed brief for the project;
- (d) preparing an outline project plan which may include preliminary ideas and concepts, preliminary layout plan, project planning and implementation schedule, a preliminary cash flow projection and a resource plan for the client's use or for preliminary discussion with the relevant approving authorities;
- (e) preparing submission and its required documentation for State Planning Approval as required by the state or local authorities;
- (f) preparing drawings and related documents for township and road names applications; and
- (g) preparing drawings for marketing use, sale and purchase agreements and wherever relevant;

## 11. Additional Services

The Additional Services that may be provided by the town planning consultancy practice under a separate appointment shall be any or all of the following:

- (a) Planning Representation and Advisory Services
- (b) Survey and Investigation Services;
- (c) Planning Policies and Guidelines Development Services;
- (d) Comprehensive Development Plans Services;
- (e) Socio-Economic Planning Services;
- (f) Project Management Consultancy Services;
- (g) Urban Design Services;
- (h) Social Impact Assessment;
- (i) Heritage and Conservation Studies and Impact Assessment Services;
- (j) Traffic Impact Assessment Services;
- (k) Environmental Impact Assessment Services;
- (l) Sustainability and Low Carbon City Assessment Services;
- (m) Tourism Planning Services;
- (n) Feasibility and Viability Studies Services;
- (o) Social Impact Assessment Services;
- (p) Geographical Information Systems (GIS) Services;
- (q) Stakeholders' Engagement Services; and
- (r) Miscellaneous services.

## 11. (1) Planning Representation and Advisory Services

A professional town planner or town planning consultancy practice may be engaged by a public, private organization, individual to provide planning representation and advisory services for related matters on Planning Appeals under the Town and Country Planning Act, 1976 (Act 172), Federal Territory (Planning) Act, 1982 (Act 267), Town and Country Planning Ordinance (CAP 141), or any other written laws related to Town and Country Planning.

It is expected where such services are to be provided, the professional town planner or town planning consultancy practice will present the case on behalf of the client in a professional manner and includes the following works -

- (a) Professional advise and appearances in meetings when required;
- (b) Preparation and submission of an objection to a planning or development proposal;
- (c) Preparation of materials pertaining to planning issues in response to an appeal or for presentation to the Courts or Appeal Board;
- (d) Preparation of material could involve site visits, establishing the position of the client, authorities, or other participants and establishing other circumstances of the case;
- (e) The findings could be presented in written statement to the client or their representative. Written submission could be a report to the client and their representative or as an affidavit for submission to the Courts or Appeal Board;
- (f) Appearance before the Courts, Appeal Board or any authorized review committee as an expert witness on town planning matters;
- (g) Acts as an expert witness in any arbitration, or assessor, mediator in the resolution of conflicts related to any planning matters between parties; and
- (h) Other related matters.

## (2) Survey and Investigation Services

A professional town planner or town planning consultancy practice may be engaged to provide survey and investigation services that shall comprise any or all of the following:

- (a) Undertaking a land use and activities survey of an area other than the contract for the preparation of a development plan;
- (b) Undertaking a heritage and existing buildings survey other than the contract for heritage impact assessment study services;
- (c) Undertaking a socio-economic survey other than the contract for socio-economic planning services; and
- (d) Conducting any surveys and investigation that is related to urban planning and development.

## (3) Planning Policies & Guidelines Development Services

A professional town planner or town planning consultancy practice may be engaged to carry out the development of Planning Policies and Guidelines services. This involves research and development on the related subject matters, identifying guiding principles and criteria and engages stakeholders in the process of developing the guidelines and policies.

## (4) Socio-Economic Planning Studies Services

A professional town planner or town planning consultancy practice may be engaged to carry out socio economic planning studies services that shall be any or all of the following:

- (a) Undertaking the collection of socio-economic database;
- (b) Undertaking analysis on economic activities including economic generators information;
- (c) Undertaking surveys related to the collection of database;
- (d) Developing policies, strategies and proposals related to the socio-economic studies.

#### **(5) Project Management Consultancy Services**

The project management consultancy services that may be provided by the town planning consultancy practice shall be any or all of the following:

- (a) preparing project briefs,
- (b) preparing project schedule and program for the planning, implementation and monitoring all the activities;
- (c) providing total project management consultancy services from the inception to completion of a project;
- (d) coordinating the works of all project team members;
- (e) preparing project reports;
- (f) undertaking constant inspection of progress of works; and
- (g) providing the full services required for construction management in serving as the overall coordinator where separate contracts for each trade are awarded.

#### **(6) Urban Design Services**

A professional town planner or town planning consultancy practice may be engaged to provide urban design services that synthesize the diverse factors of cultural, ecological, economic, social, aesthetics into the arrangement and design of the built environment and public realms and includes the following:-

- (a) Undertaking site analysis and assessments to establish the challenges and characteristics of the site and its context;
- (b) Undertaking site planning to unlock the potentials of the site;
- (c) Undertaking design impact assessment and develop proposals and mitigation strategies;
- (d) Preparing drawings and plans that will illustrate concepts, ideas and detail design solutions and proposals; and
- (e) Preparing documentation to support the ideas and urban design proposals.

#### **(7) Social Impact Assessment Services**

A professional town planner or town planning consultancy practice may be engaged to provide Social Impact Assessment services. This involves the process of analysing, monitoring and managing the intended and unintended social impacts of a planned development, policies, plans or projects as well as impacts of an unplanned event such as natural disasters, demographic change etc. Such social impacts include evaluating any positive or negative consequences and any social change invoked by the various planned interventions or the unplanned events. The preparation of the social impact assessment shall be undertaken for any or all of the following:-

- (a) To obtain advice from the National Physical Planning Council for development or projects involving:-
  - Reclamation of coastal area not including reclamation for jetties or beach restoration;
  - Construction of any national infrastructure such as airports, seaports, land ports, railway transportation and, highways; and national utility works such as the erection of dams, main power stations, toxic waste disposal site and any other infrastructure of national importance.
- (c) Planned development or projects, policies that has intended or unintended social impacts;
- (d) New townships or development that generates population and employment;

- (e) Major infrastructure projects; other than for the intention to obtain advice from the National Physical Planning Council; and
- (f) Any other development or projects that the authority requires a social impact assessment to be undertaken.

**(8) Heritage and Conservation Studies Services**

A professional town planner or town planning consultancy practice may be engaged to provide Heritage and Conservation studies services. This involves the survey and investigation of heritage areas and/or buildings, analyzing and evaluating its heritage significance, identify measures to preserve/conservate the heritage area/buildings and undertake a heritage impact assessment to any development or project that is being proposed in an identified heritage or conservation area.

**(9) Traffic Impact Assessment Services**

A professional town planner or town planning consultancy practice may be engaged to provide Traffic Impact Assessment services. This involves the process determining the impact and effects of a development or project on the transportation and traffic system as well as the process of identifying mitigating measures to improve the negative impacts.

**(10) Environmental Impact Assessment Services**

A professional town planner or town planning consultancy practice may be engaged to provide Environmental Impact Assessment services. This involves the process of measuring the effects and impacts on the environment of a proposed development or project. It also involves developing relevant mitigation or design measures to reduce or avoid the impacts.

**(11) Sustainability and Low Carbon Assessment Services**

A professional town planner or town planning consultancy practice may be engaged to provide Sustainability and Low Carbon Assessment services. This involves the process of measuring the carbon emission on the environment of a proposed development or project. It also involves developing relevant mitigation measures to lower the levels of carbon emission by re-assessing the priorities in planning and developing of new projects, as well as strategies that shall be undertaken by cities, townships and neighborhoods in reducing their carbon emission levels to achieve sustainable urban developments.

**(12) Tourism Planning Services**

A professional town planner or town planning consultancy practice may be engaged to provide Tourism Planning services. This involves the formulation of a planning and development framework for tourism that includes the formulation of policies and strategies, the masterplanning for tourism action areas and tourism clusters product development, institutional, legislation and regulatory framework, marketing and promotion framework, tourism infrastructure, analysis and review the economic impact of tourism and identify tourism investment opportunities, human capital pertaining to tourism development, and socio-cultural and environmental impacts of tourism.

**(13) Feasibility and Viability Studies Services**

A professional town planner or town planning consultancy practice may be engaged to provide Feasibility and Viability studies services. This involves:

- (a) preparing market analysis to understand the viability of a project and its development components;
- (b) analyzing the potential development value; and
- (c) preparing development cost estimates comprising of the cost of land or site acquisition, building construction and infrastructure services, landscaping, and estimated cash flow requirements for the development.

#### **(14) Geographical Information Systems (GIS) Services**

A professional town planner or town planning consultancy practice may be engaged to provide Geographic Information Systems (GIS) services. This involves specialized works with related software and programs to create and maintain data and/or maps that can be combined with geographically referenced data and town planning related plan or maps. The data includes and is not limited to socioeconomic, demographic, administrative or political boundaries, land use, land cover, environmental, infrastructure, and transportation networks etc. and the services include:

- Creating maps and graphs, using GIS software and related equipment.
- Define users data needs, project requirements, required outputs, or the need to develop applications.
- Conduct research to identify and obtain existing databases.
- Compile geographic data from a variety of sources including censuses, field observation, satellite imagery, aerial photographs, and existing maps.
- Gather, analyze, and integrate spatial data and determine how best the information can be displayed using GIS.
- Analyze spatial data for geographic statistics to incorporate into documents and reports.
- Design and update database, applying additional knowledge of spatial feature representations.
- Enter new map data through use of a digitizer or by direct input of coordinate information using the principles of cartography including coordinate systems, longitude, latitude, elevation, topography, and map scales.
- Analyze geographic relationships among varying types of data.
- Prepare metadata and other documentation.
- Operate and maintain GIS system hardware, software, plotter, digitizer, color printer, and video camera.

#### **(15) Stakeholders' Engagement Services**

A professional town planner or town planning consultancy practice may be engaged to provide stakeholders engagement services which involves various processes of communicating with key stakeholders in preparation of any plan or development. This encourages a more inclusive and a well-informed process of decision-making as the engagement process will help identify issues and develop understanding and consensus agreement to solutions.

#### **(16) Miscellaneous services.**

To provide any other services related to town and country planning.

### **12. Appointment of specialist consultant to work in collaboration with the town planning consultancy practice**

Where a specialist consultant is appointed directly by the client or by the town planning consultancy practice to provide the services under this Part, such services that would otherwise be provided by the town planning consultancy practice alone shall be provided by the specialist consultant in collaboration with the town planning consultancy practice in accordance with the terms of the appointment.

### PART III SCALE OF MINIMUM FEES

#### 13. Fees for Basic Services for the Preparation of Development Plans

A town planning consultancy practice which provides Basic Services for the preparation of Development Plans shall be paid:

- (a) On the basis of time cost times multiplier, in respect of the times spent in providing the services by partners, consultants, specialist and technical supporting staff derived from the skills and specialization required to complete the services provided; and
- (b) The works shall first be classified under one or more of the three categories of complexities as specified in Schedule I; and
- (c) The specified minimum time input in preparing the development plans.

	Category	Minimum Professional Input (Man-Hour)	Minimum Technical Support Input (Man-Hour)
	National Physical Plan	75.0	15.0
	Structure Plan	60.0	10.0
	Category 1 Local Plan	70.0	10.0
	Category 2 Local Plan	60.0	8.0
	Category 3 Local Plan	55.0	8.0
	Category 4 Local Plan	45.0	6.0
	Special/Action Area Plan	30.0	6.0

Note : The area coverage by the various categories is defined in the attached Schedule.

	Phases of Services	Minimum Duration of Development Plan Preparation							
		NPP	ST	Regional	LP1	LP2	LP3	LP4	SAP
	Preliminary Studies Phase	2.0	2.0	2.0	2.0	2.0	2.0	2.0	1.0
	Surveys, Data Acquisition and Analysis Phase	6.0	8.0	5.0	5.0	5.0	6.0	6.0	3.0
	Draft Development Plan Report Phase	6.0	4.0	5.0	5.0	5.0	6.0	6.0	4.0
	<b>Total</b>	<b>14.0</b>	<b>14.0</b>	<b>12.0</b>	<b>12.0</b>	<b>12.0</b>	<b>14.0</b>	<b>14.0</b>	<b>8.0</b>

#### 14. Fees for Basic Services for the Preparation of Planning Permission Application for Material Change in Use of Land or Building

A town planning consultancy practice which provides Basic Services as specified in rules 8 for the above services shall be paid base on the following:

- (a) on the basis of land area where the application for change of use (change of use, density for residential and plot ratio for commercial, industrial and institutional or increase in height) is made, the fees shall be:

No	Fee for Material Change in Use of Land or Building	Rate (RM)
	Basic Fee Plus RM1000.00 per hectare	50,000.00

- (b) on the basis of complexity, for application of change of use from Residential, Commercial, Industrial or Institutional to any of the following :
- Public Childcare Centre operated by Government or Non-Government Organisation
  - Community Centre operated by Government or Non-Government Organisation
  - Religious Reserve of lower hierarchies such as 'Musolla' etc.

The minimum fees providing the basic services shall be on the basis of time cost times multiplier or a minimum charge of lumpsum not exceeding **RM5,000.00**.

## 15. Fees for Basic Services for Planning Permission Application in Respect of Other Development

The fees for planning permission application in respect of other development is computed as the following:

### 15. (1) Fees for Preparation of Layout Plan for Planning Permission Application

A town planning consultancy practice which provides Basic Services as specified in rule 9 (1)(a) shall be paid in accordance with the minimum scale of fees as specified below:

- (a) on the basis of land area where the preparation of layout plan for planning permission application, the fees shall be:

No	Fee for Preparation of Layout Plan for Planning Permission	Rate (RM)
	Basic Fee inclusive First 5 hectares or less	50,000.00
	Next 6 to 100 hectares	5,000 per hectare
	Next 101 to 250 hectares	4,000 per hectare
	Next 251 to 500 hectares	3,000 per hectare
	Next 500 to 1000 hectares	2,000 per hectare
	1000 hectares and above	1,000 per hectare

- (b) on the basis of complexity, for preparation of layout plan for planning permission application, the minimum fees applied shall be additional to the fees applied in rule 15 (1)(a).

	Complexity of Development Area	Maximum % of Increase
	Areas steeper than 20 degrees slopes over less than 50% of the development area	10
	Areas steeper than 20 degrees over more than 50% of the development area	25
	Other Areas determined as Environmentally Sensitive Areas	25

- (c) on the basis of less complexity, for preparation of layout plan for planning permission application for less than 5 units of residential, the minimum fees applied shall be on the basis of time cost times multiplier or a minimum charge of lumpsum not exceeding **RM10,000.00**.

- (d) Schedule of Payment

The schedule of payment for Rule 15 (1) (a) and (b) shall be as the following -

No.	Schedule of Payment	Percentage (%)
1	Upon completion Site Analysis and Planning	20
2	Upon completion Schematic and Design Development	20
3	Upon completion of Plan and Document Preparation for Submission	20
4	Upon submission for planning permission application	30
5	Upon obtaining approval	10



The schedule of payment for Rule 15 (1) (c) shall be as the following:

No.	Schedule of Payment	Percentage (%)
1	Upon completion Schematic and Design Development	20
2	Upon submission for planning permission application	70
3	Upon obtaining approval	10

The schedule of payment is in accordance to rule 9(1) Phases of Basic Services for Planning Permission Application in respect of other Development. Should the Basic Services of the town planning consultancy practice be required up to a specific phase of services, hence its payment of fees shall be in accordance to the phase of services rendered.

#### 15. (2) Fees for Preparation of Planning Permission Application for Erection of Building

A town planning consultancy practice which provides Basic Services as specified in rule 9 (1)(b) shall be paid in accordance with the minimum scale of fees as specified below:

No	Fee for Planning Permission Application for Erection of Building	Rate (RM)
	Basic Fee	50,000.00
	Plus RM150.00 per 100.0 sq.m. of Gross Floor Area	

The schedule of payment for Rule 15 (2) shall be as the following –

No.	Schedule of Payment	Percentage (%)
1	Upon completion Site Planning and Analysis	20
2	Upon completion Schematic and Design Development	20
3	Upon completion of Plan and Document Preparation for Submission	20
4	Upon submission for planning permission application	30
5	Upon obtaining approval	10

#### 15. (3) Fees for Preparation for Submission to National Physical Planning Council

A town planning consultancy practice which provides Basic Services as specified in rule 9 (2)(a) shall be paid in on the basis of time cost times multiplier, for the time spent to undertake the process.

#### 15. (4) Fees for Preparation of Amendment to Approved Layout Plan for Planning Permission Application

A town planning consultancy practice which provides Basic Services as specified in rule 9 (2)(b) shall be paid in accordance with the minimum scale of fees as specified below:

No	Fee for Preparation of Layout Plan for Planning Permission	Rate (RM)
1	Basic Fee inclusive First 5 hectares or less	25,000.00
2	Next 6 to 100 hectares	4,000 per hectare
3	Next 101 to 250 hectares	3,000 per hectare
4	Next 251 to 500 hectares	2,000 per hectare
5	Next 500 to 1000 hectares	1,000 per hectare
6	1000 hectares and above	500 per hectare

The schedule of payment for Rule 15 (4) shall be in accordance to the schedule of payment for rule 15 (1).

**15. (5) Fees for Preparation for Extension or Further Extension of Planning Permission**

A town planning consultancy practice which provides Basic Services as specified in rule 9 (2)(c) shall be paid in accordance with the minimum fees on the basis of time cost times multiplier or a minimum charge of lump sum not exceeding RM 15,000.00. And the schedule of payment for Rule 15 (5) shall be 100% upon lodgement of application.

**16. Fees for Supplementary Services**

A town planning consultancy practice which provides any of the Supplementary Services as specified in rule 10 shall, subject to agreement between the town planning consultancy practice and client, be paid –

- (a) On the basis of time cost times multiplier, derived from nature of works, skills and specialization required of the professional town planner or town planning consultancy practice; or
- (b) On a lump sum basis derived from an estimate of time likely to be spent by the town planning consultancy practice at the hourly rate or rates deduced from the salary of the person employed by the town planning consultancy practice to provide the Supplementary Services times the appropriate multiplier.

**17. Fees for Additional Services**

A town planning consultancy practice which provides any of the Additional Services as specified in rule 10 shall, subject to agreement between the town planning consultancy practice and client, be paid –

- (a) On the basis of time cost times multiplier, in respect of the times spent in providing the services by partners, consultants, specialist and technical supporting staff derived from nature of works, skills and specialization required of the town planning consultancy practice; or
- (b) On a lump sum basis derived from an estimate of time likely to be spent by the town planning consultancy practice at the hourly rate or rates deduced from the salary of the person employed by the town planning consultancy practice to provide the Supplementary Services times the appropriate multiplier;
- (c) The minimum fees providing the planning representation and advisory services as specified in rule 10 (1) shall be on the basis of time cost times multiplier or a minimum charge per hour or part thereof shall be RM1,000.00 or a minimum charge per day of part of thereof shall be RM5,000.00.
- (d) The minimum fees for providing the project management consultancy services as specified in rule 10 (5) shall be 2.5% of the total cost of works.
- (e) The schedule of payment for additional services shall be determined upon the client's acceptance of the detail scoping for the additional services and shall be mutually agreed between the town planning consultancy practice and the client. The fee decided and apportioned to the phase of services rendered shall be paid in full accordingly upon the completion of each phase of services.

**18. Fees for appointment of specialist consultant to work in collaboration with the town planning consultancy practice**

The fees for the appointment of a specialist consultant to work in collaboration with the town planning consultancy practice in pursuance of rule 12 shall be as agreed between the specialist consultant with either the client or the town planning consultancy practice who had appointed the specialist consultant to provide the services under Part II. A coordinating fee of 5% further to the town planning fees shall be applicable when the appointment of specialist is agreed between the town planning consultancy practice and the client.

## 19. Withholding of Payments

All fees due to the professional town planner or town planning consultancy practice shall not be reduced or withheld on account of any penalties, liquidated and ascertained damages or any other sums withheld from payments by the client to any other party.

## PART IV OTHER PAYMENTS

## 20. Reimbursable Expenses

The town planning consultancy practice shall, in addition to the fees payable to it for any of the services rendered under Part II, be entitled to be reimbursed by the client for the disbursements actually incurred by it or at such rates as agreed between the town planning consultancy practice and the client –

- (a) for preparing, printing and reproducing all documents, drawings, maps, perspectives, models, photographs and other records including those used in communication between the town planning consultancy practice and the relevant approving authorities, the consultants and specialist consultants, provided that one free set of all documents, drawings, maps, photographs and other records shall be provided by the town planning consultancy practice to the client at all phases of the work;
- (b) for undertaking surveys and data collection related to the works undertaken;
- (c) for undertaking workshops and public engagement sessions related to the works undertaken;
- (d) for sending telegrams, telex, facsimile transmissions, and for making telephone calls other than local calls;
- (e) for postage and courier charges for sending documents or other items at the request of the client;
- (f) when travelling including accommodation and other related expenses;
- (g) for advertisement on matters directly related to the project;
- (h) for fees payable to the specialist consultants where they are engaged directly by the town planning consultancy practice with the prior approval of the client; and
- (i) The amount of any service tax or any other taxes imposed by the Government on the services rendered by the town planning consultancy practice shall be chargeable to the client.

## 21. Payment Following Termination Or Suspension By The Client

(1) In the event of a termination or suspension by the client of the works or of the consulting town planner's services (unless in the case of the latter where the termination or suspension had been occasioned by the default or negligence of the consulting town planner), the consulting town planner shall be paid the following sums (less the amount of payments previously made to the consulting town planner) -

- (a) a sum deducible from the stage of professional services completed at the time of termination or suspension;
- (b) a disruption charge equal to half of the difference between the sum, which would have been payable to the consulting town planner under rule 21(1)(a) of this Part, whichever may be applicable (as if the full scope of professional services has been completed by the consulting town planner under the terms of his engagement), provided that the professional services have advanced beyond the preliminary stage; and
- (c) amounts due to the consulting town planner under any other paragraphs of Part III.

(2) If the consulting town planner is required to recommence his professional services for the works suspended by the client, the consulting town planner shall be paid for the performance of his professional services the sum payable to the consulting town planner under Part III, whichever may be applicable, the payments under rule (21)(a) of this Part being treated as payments on account;

(3) If approval for the works (or any part of them) is or is likely to be delayed for more than nine months or postponed at the request of the client, then for the purpose of computing the fee to be paid to the consulting town planner for the performance of his professional services the cost of the works applicable shall be the estimated cost of the works (or any relevant part of them) at the time of completion of the detail plans prepared for submission; and

(4) If the consulting town planner is required to perform any additional services in connection with the resumption of his professional services in accordance with subparagraph 21 (2) of this Part, the consulting town planner shall be paid for the performance of the additional professional services on a time basis (i.e. salary cost times a multiplier) and also any appropriate reimbursements in accordance with rule 20 of this Part.

## SCHEDULE

### 1.0 Classification of Local Plan and Special Action Plan Under Categories of Complexity

Category	% of Urban	Nos of Local Au	Status of LocalAu	Other Criteria
Category 1 Local Plan	70%	1 or 2	Bandaraya/Majlis Pe	District/Area with Global Cities/Regional Ci
Category 2 Local Plan	50%	1 or 2	Majlis Perbandaran	District/Area with State Capital Cities
Category 3 Local Plan	30%	1	Majlis Daerah	District/Area with Main Towns/Special Function
Category 4 Local Plan	Less than	1	Majlis Daerah	District/Area with Local Towns*

**TOWN PLANNERS RULES 2016**  
**THIRD SCHEDULE**  
**CONDITIONS OF ENGAGEMENT OF A PROFESSIONAL TOWN PLANNER**

<p><b><i>Professional Town Planner who carries on business as a town planning consultancy practice.</i></b></p>	<p>1. (1) A Professional Town Planner who carries on business as an town planning consultancy practice shall provide town planning consultancy services as described in the scope of services incorporated in the Memorandum of Agreement between the Professional Town Planner and the client.</p> <p>(2) The Town Planning consultancy services provided by the Professional Town Planner shall be in accordance with the Town Planner (Scale of Minimum Fees) Rules 2017.</p> <p>(3) The Professional Town Planner shall be remunerated solely by fees payable by the client for town planning consultancy services provided by him.</p>
<p><b><i>Engagement of consultants by client.</i></b></p>	<p>2. A Professional Town Planner shall advise the client on the need for other consultants to be engaged for any part of the project and unless otherwise agreed upon, the consultants shall be engaged and paid by the client.</p>
<p><b><i>Engagement of Consultants by Professional Town Planner.</i></b></p>	<p>3. A Professional Town Planner may be required to engage his own consultants and if the engagement is approved by the client, the fees which would have been payable to such consultants if they were separately engaged shall be paid through the Professional Town Planner.</p>
<p><b><i>Coordination of Consultants' works</i></b></p>	<p>4. A Professional Town Planner shall instruct the consultants and coordinate the consultants' works where required, whether the consultants are engaged pursuant to paragraph 2 or 3.</p>
<p><b><i>Professional Town Planner not liable for acts etc. of consultants engaged by client.</i></b></p>	<p>5. Where consultants are engaged by the client for any part of the project pursuant to paragraph 2, the Professional Town Planner shall not be liable for their performance, acts or omissions.</p>
<p><b><i>Professional Town Planner responsible for acts etc. of consultants engaged by him.</i></b></p>	<p>6. Where consultants are engaged for any part of the project pursuant to paragraph 3, the Professional Town Planner shall be primarily responsible for their performance, acts or omissions.</p>
<p><b><i>Client's agreement.</i></b></p>	<p>7. (1) A Professional Town Planner shall obtain the written agreement of the client in respect of his remuneration for town planning consultancy services to be provided by him pursuant to subparagraph 1(1) within sixty days from the date the notification regarding such remuneration is duly served on the client.</p> <p>(2) Notwithstanding subparagraph (1), where the client's agreement in writing is not obtained within the period as stipulated in subparagraph (1) but the client agrees by his conduct to the conditions of engagement and the scale of professional fees and charges, the client shall for the purposes of subparagraph (1) be considered to have agreed to such conditions of engagement and scale of professional fees and charges.</p>
<p><b><i>Client to provide all information.</i></b></p>	<p>8. The client shall provide the Professional Town Planner with all the necessary information on his requirements for the project to enable the Professional Town Planner to proceed with his work, including particulars concerning the survey and land title of the site, existing structures and features of the site, sub-surface conditions and adjoining sites, unless such particulars are agreed to be provided by the Professional Town Planner under the Memorandum of Agreement.</p>

<b><i>Client's authorized Representative.</i></b>	9. The client shall designate, if necessary, a person authorised to act on his behalf in respect of the project.
<b><i>Termination of Engagement.</i></b>	10. (1) The Memorandum of Agreement between the Professional Town Planner and the client may be terminated at any time by either party serving upon the other party a written notice of termination, where such termination shall take effect after a period of sixty days from the date of the written notice, or such shorter period as may be agreed upon between the Professional Town Planner and the client.  (2) Notwithstanding the service of the notice of termination under subparagraph (1), the Professional Town Planner shall continue to provide town planning consultancy services until the date of termination of the Memorandum of Agreement.
<b><i>Professional Town Planner to submit accounts.</i></b>	11. The Professional Town Planner shall submit his accounts to the client for the balance of fees due together with any other outstanding claims for reimbursable charges not later than thirty days from the date of termination of the Memorandum of Agreement .
<b><i>Appointment of another Professional Town Planner.</i></b>	12. In the event that the Memorandum of Agreement between the Professional Town Planner and the client is terminated for a reason not due to the fault of either party, the Professional Town Planner shall, subject to the rights of either party in respect of antecedent breaches of the Memorandum of Agreement between the two parties, charge the balance of fees for town planning consultancy services rendered up to the stage of termination together with all reimbursable charges, and after the full settlement of all fees and charges due from the client, the Professional Town Planner shall issue a letter of release to the client and the client shall be entitled to appoint another Professional Town Planner to continue with the project.
<b><i>Copyright in respect of works executed by the Professional Town Planner.</i></b>	13. Pursuant to section 14 of the Copyrights Act 1987, copyright in all documents and drawings prepared by the Professional Town Planner, including any works executed from such documents and drawings, shall remain the property of the Professional Town Planner, unless otherwise transferred to the client upon such terms and consideration as may be agreed between the Professional Town Planner and the client.
<b><i>Copyright Entitlement to documents.</i></b>	14. (1) Where the Professional Town Planner has rendered town planning consultancy services up to and has received his due fees, the client shall be entitled to reproduce the design for the purpose of implementing the project provided that the project is on the site on which the design was originally prepared.  (2) The entitlement to utilize the original design as stipulated in subparagraph (1) shall be applicable to the maintenance, repair, renewal, reinstatement or modification of the project.
<b><i>Delivery of documents upon termination.</i></b>	15. Upon the termination of the Memorandum of Agreement between the Professional Town Planner and the client and the full settlement of all dues or upon the receipt of an acceptable guarantee of payment, the Professional Town Planner shall deliver to the client copies of drawings, specifications and other documents relating to the project that are in the possession of the Professional Town Planner.
<b><i>Mediation.</i></b>	16. (1) In the event of any dispute between the Professional Town Planner and the client, whether arising during or after the rendering of architectural consultancy services under the Memorandum of Agreement, the parties may refer their dispute for mediation in accordance with the guidelines or circulars issued by the Board.

	<p>(2) Prior reference of the dispute to mediation under subparagraph (1) shall not be a condition precedent for its reference to arbitration by either the Professional Town Planner or the client, nor shall any of their rights to refer the dispute to arbitration under paragraph 24 be in any way prejudiced or affected.</p>
<p><b>Arbitration.</b></p>	<p>17. (1) In the event of any dispute between the Professional Town Planner and the client, whether arising during or after the rendering of town planning consultancy services under the Memorandum of Agreement, either party shall give a notice in writing to the other party informing him of the matter in dispute and requiring its settlement.</p>
	<p>(2) The Professional Town Planner and the client shall appoint an arbitrator within fourteen days from the date of the notice.</p>
	<p>(3) If the Professional Town Planner and the client fail to appoint an arbitrator within fourteen days from the date of the notice, either party may submit a written request to the Chairman of the Board to appoint a person to serve as an arbitrator, whose award shall be final and binding on both the Professional Town Planner and the client.</p>
<p><b>Death or incapacity of Professional Town Planner.</b></p>	<p>18. (1) In the event of the death or incapacity of the Professional Town Planner who is a sole proprietor, the Professional Town Planner's engagement shall be regarded as terminated.</p>
	<p>(2) The client may, on payment of all outstanding fees and other dues in respect of the engagement of the Professional Town Planner, make use of all drawings and documents prepared by the Professional Town Planner, provided that they are only for the purpose of implementing the project on the site on which the design was originally prepared.</p>



**MEMORANDUM OF AGREEMENT Between THE CLIENT AND THE TOWN PLANNER for TOWN PLANNING SERVICES**

**MEMORANDUM OF AGREEMENT**

made this \_\_\_\_\_ day of \_\_\_\_\_

BETWEEN

of (or whose registered office is situated at)

(hereinafter called “the Client” which expression includes its legal representatives, successors in title and legal assigns) of the one part

AND

Practicing as Town Planner(s) at \_\_\_\_\_

(hereinafter called “the Town Planner” which expression includes its legal representatives, successors in title and permitted assigns) of the other part.

WHEREAS the Client intends to carry out the development (description of intended works)

(hereinafter called “the Project”).

AND WHEREAS the Client is desirous of appointing the Town Planner to provide the professional planning services for the Project.

NOW THIS AGREEMENT WITNESSED AND IT IS HEREBY AGREED between the parties as follows :

1. Appointment of Town Planner

The Client hereby appoint the Town Planner to provide the professional planning services for the Project subject to and in accordance with the Conditions of Engagement and the Town Planner hereby accepts the appointment for the purpose of providing the professional services for the same subject to and in accordance with the Conditions of Engagement.

2. Conditions of Engagement

This Memorandum of Agreement and the Conditions of Engagement of the Town Planner shall together constitute the Agreement between the Client and the Town Planner.

3. Town Planner’s Remuneration

In consideration of the Town Planner providing the professional services required, the Client hereby agrees to pay the Town Planner in accordance with the Scale of Professional Fees as calculated in schedule 1.

4. Mode of Payment of Professional Fees

The mode of payment shall be as in schedule II.

5. Scope of Professional Services

The scope of professional services to be provided shall be as in schedule II.

IN WITNESS WHEREOF the parties have hereunto set their hands on the day and year first above written.

SIGNED BY .....)  
.....)  
.....)  
for and on behalf of .....  
Client's Signature

THE CLIENT

in the presence of  
Name : ..... ) (Witness)  
Address : ..... )  
..... )  
Witness Client's Signature

SIGNED BY ..... )  
..... )  
..... )  
..... )  
Town Planner's Signature

for and on behalf of  
..... )

in the presence of  
Name : ..... ) (Witness)  
Address: ..... )  
..... )  
..... )  
Witness Town Planner's Signature