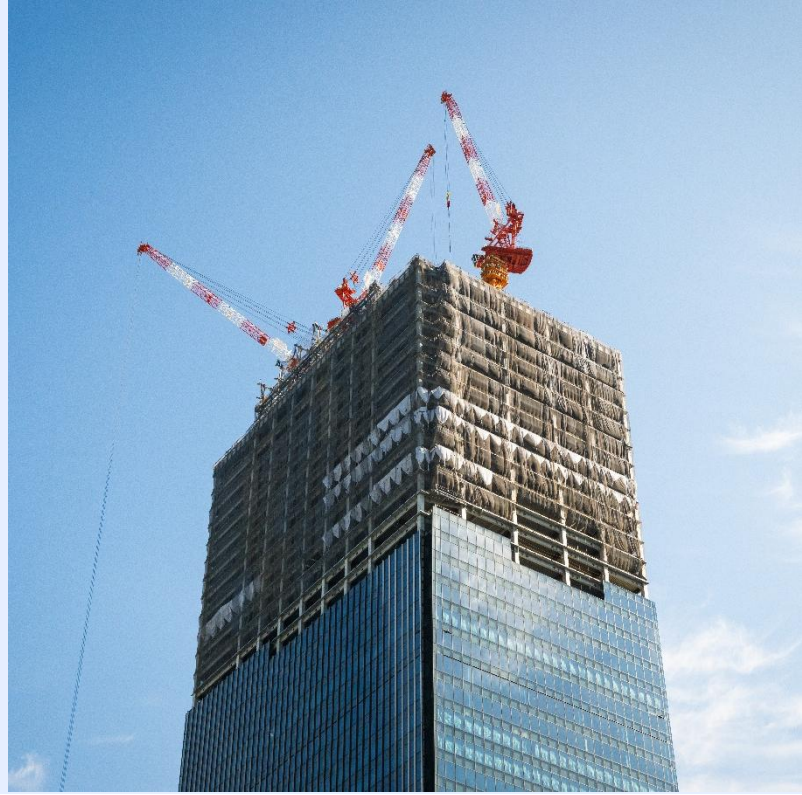


Prague Metropolitan Plan reshapes development rules



After 14 years of preparations and multiple rounds of public consultations, the Prague Metropolitan Plan (in Czech *Metropolitní plán*, the **Metropolitan Plan**), effective from 1 September 2026, replaces the 1999 zoning plan (*Územní plán sídelního útvaru hlavního města Prahy*). It introduces substantial new rules for development across the City, including a new categorisation of land and a widespread requirement to conclude a planning contract (*plánovací smlouva*) with the City before a building permit can be issued.

Key changes

- 1 New land categorisation (stabilised, transformation, development).
- 2 New Build-up and Buildable territory boundaries.
- 3 New height regulations preserving Prague's landscape.
- 4 Stronger protection of natural areas and public spaces.
- 5 Planning contract as an important tool of urban planning.
- 6 First digital-only zoning plan in Prague.

The new Metropolitan Plan

The Metropolitan Plan has been formally adopted and takes effect on 1 September 2026. Projects for which the proceedings have begun before 1 September 2026 will be governed by the 1999 zoning plan, provided that the application submitted complies with all the requirements of the Building Act.

New master plan introduces a new land categorisation and planning contracts as a precondition for some building permits, alongside other significant changes.

For the first time, the plan has been officially published solely in digital form as PDF files and an interactive web application on the official City website (<https://plan.praha.eu>). The Metropolitan Plan is available in both Czech and English.

The Plan introduces several significant regulatory changes. First, it redraws the boundaries between **Build-up** and **Buildable** territories in order to curb urban sprawl and encourage a more diverse urban fabric. Second, it establishes **new height regulations** designed to protect Prague's landscape while still enabling new development. Third, it places significantly greater emphasis on the **protection of natural areas**; alongside large protected areas, new development is required to provide additional public spaces and corridors for public transport.

New land categorisation

The Metropolitan Plan introduces a new categorisation of land in Prague. Localities are divided into three categories: stabilised, transformation and development. Each locality is then further subdivided into **buildable**, **non-buildable** and **non-building** areas, which determines the extent (if any) to which new construction is permitted.

Stabilised areas have a settled character derived from their existing development and infrastructure, which the Metropolitan Plan seeks to preserve. **Transformation** areas have a disrupted or unsettled character (typically brownfields or fragmented urban areas) and are subject to a number of proposed changes that will shape their future character. **Development** areas have no established character and will be defined by new proposals brought under the Metropolitan Plan.

Planning contracts as a precondition for some building permits

To streamline the delivery of its regulatory objectives, the City has broadly deployed a relatively new instrument – a requirement that the developer and the City negotiate and conclude a **planning contract** (*plánovací smlouva*) before a building permit can be issued in certain areas of Prague.

Planning contracts include a commitment by the developer to provide the City with the agreed-upon financial or non-financial consideration and to comply with the project's basic parameters. Conversely, the City may not subsequently challenge the project during the permitting process on grounds that would contradict the terms of the planning contract. The obligation to enter into a planning contract is triggered when the gross floor area of the project exceeds the reference value set for each area separately. The requirement to conclude a planning contract will now apply in dozens of areas and is therefore likely to shape a significant portion of new development in Prague over the coming years.

In many affected areas, however, the substantive content of the required planning contract (for example, further conditions or the City's specific demands) is not defined in advance, which leaves developers with considerable uncertainty as to what will ultimately be required to secure the permit.

Time limit for planning contracts and possible extension

The planning-contract requirement is time-limited: it applies only for **6 years** from the effective date of the Metropolitan Plan (i.e. until 1 September 2032). After that period, a planning contract will no longer be required for a building permit. In practice, however, extensive development in some of the transformation areas may not be feasible in the absence of this framework, and is likely to require further changes to the Metropolitan Plan together with agreements with the City and other third parties.

Despite some ambiguity in the Building Act, it is generally considered that the City is allowed to extend this requirement by amending the Metropolitan Plan, but any extension must be thoroughly justified. Since the requirement constitutes a substantial restriction on ownership rights, an insufficiently reasoned extension would expose the City to challenge.

Metropolitan Plan and the proposed amendment to the Building Act

Under the current Building Act, developers have no effective remedy where the City is inactive or otherwise delays the execution of a planning contract. The amendment to the Building Act, currently in the legislative process, addresses this by introducing a new provision, which grants the developer the right to bring an action against the City seeking to substitute the missing consent.

Although this is an improvement, it might not fully resolve the issue. For the action to succeed, the project proposed by the developer must comply with all conditions set out in the Metropolitan Plan and its terms must be reasonable. Proving that these conditions are met can be a difficult hurdle and can in practice lead to lengthy litigation. At the same time, the proposal does not address a scenario where the City actively blocks the negotiations.

The proposed amendment also disallows organising a local plebiscite on the subject matter of the planning contract once the contract is executed and newly allows the power to negotiate planning contracts to be delegated from the City Council (*Zastupitelstvo*) to the City Board (*Rada*).

Judicial review

It is generally expected that the Metropolitan Plan will be **reviewed by administrative courts**. During the first year of its effectiveness, the Metropolitan Plan—in whole or in part—may be challenged by filing a motion for annulment with effects for all persons (*abstract review*). After this period expires, the only remedy available is to prevent the Metropolitan Plan from being applied in a specific building proceeding (*incident review*).



Emil Holub

Partner, Prague

Email: emil.holub@cliffordchanceprague.com
Mobile: +420 602 367 661



Milan Rákosník

Partner, Prague

Email: milan.rakosnik@cliffordchanceprague.com
Mobile: +420 739 525 873



Štefan Potočník

Senior Associate, Prague

Email: stefan.potocnak@cliffordchanceprague.com
Mobile: +420 737 210 786

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www.cliffordchanceprague.com

Clifford Chance, Jungmannova Plaza, Jungmannova 24, 110 00 Prague 1, Czech Republic

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For media enquiries and further information, please contact **Tereza Juráková**, BD & HR Director, at +420 723 693 006 or tereza.jurakova@cliffordchanceprague.com.