



# Planning Agreements

## *The Untold Story...*

Presentation at The Planner's Summit  
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# THE SET-UP

It started like any good deal – quietly, legally... and with more power than anyone realised.

- It looks voluntary – but the stakes are high.
- It's a legal deal struck between a planning authority and a developer.
- In exchange? Infrastructure. Land. Cold, hard contributions.
- operates outside the usual s7.11 or s7.12 script.



# *The Courtship*

Planning agreements don't come together by chance.

Some terms of endearment:

- s 7.4(3): Every agreement must spell it out — land, works, timing, obligations, enforcement. No room for vague commitments.
- s 7.5: It's not official until the town sees it. Public exhibition: minimum 28 days.
- s 7.6: it becomes a love letter to the land — binding every future owner
- s 7.9: A PA can't promise the DA or PP will get through. No guarantees. No sweetheart deals.
- s 7.8: Hit a wall in negotiations? Too bad — there's no appeal. Just heartbreak 💔



# THE FINE PRINT

Where the romance ends, and paperwork begins.

Not every clause is law.

Not every risk is real.

And not everything insisted on is actually required.

Planning agreements are voluntary. The legislation sets out a few must-haves, but leaves most of the structure to the parties.

That means a lot of what's in the fine print is there because someone once said it should be. The fine print may sound official, but they're often not always required.

Before you panic over what's missing, consider whether it is legally required, commercially sensible, or just contractual theatre.

Sometimes, the best agreements are the leanest ones — clear, lawful, and operatable by people other than lawyers.

# CLAUSES

Scope of agreement

Development Contributions

Timing

Security

Registration on title

Dispute Resolution

Modification and Termination

Enforcement



# THE TWIST

**It looked like a good deal... until someone went to Court**

Progress & Securities Building Pty Limited v Burwood Council (No 2) - [2008] NSWLEC 135

Rozelle Village Pty Ltd v Leichhardt Municipal Council [2015] NSWLEC 132

Omayya Investments Pty Ltd v Dean Street Holdings Pty Ltd (No 5) [2020] NSWLEC 9

IPM Holdings Pty Ltd v The Council of the City of Sydney [2020] NSWLEC 1593

Wilbec Chatswood Pty Ltd v Willoughby City Council [2024] NSWLEC 1234





# THE FALLOUT



1. No timing triggers
2. Vague or undefined public benefit
3. No link to staging or certificates
4. Missing or messy security provisions
5. No internal sign-off process
6. Unaligned with policy or strategic plans
7. Drafted using monster documents, agreed under pressure
8. Too long, too lawyerly, too unreadable
9. No version control
10. No clear reporting pathway
11. No mechanism to amend if needed
12. Benefits promised but how?





# THE TAKEAWAY

A good planning agreement doesn't slow a project down — it powers it up.



# Free Resources



[www.thedevelopmentsite.com.au](http://www.thedevelopmentsite.com.au)



[www.urbanlegal.com.au](http://www.urbanlegal.com.au)