

Date: [Insert Date]

Property Address: [Insert Full Property Address]

Buyer(s): [Insert Buyer Names]

Seller/Builder: [Insert Builder Name]

Lender: [Insert Lender Name]

Escrow Agent: [Insert Title Company/Closing Agent Name]

RE: NEW CONSTRUCTION COMPLETION ESCROW HOLDBACK AGREEMENT

This agreement confirms that at the time of closing, certain items of construction remain incomplete or require correction. The parties agree to the following terms:

1. HOLDBACK AMOUNT: The sum of \$[Insert Amount] shall be withheld from the Seller's proceeds and held in escrow by [Insert Name of Escrow Agent].

2. INCOMPLETE ITEMS (PUNCH LIST): The following items must be completed by the Seller/Builder:

- [Item 1: e.g., Final exterior grading and seeding]
- [Item 2: e.g., Installation of driveway topcoat]
- [Item 3: e.g., Replacement of cracked window in primary bedroom]
- [Item 4: e.g., Completion of master bathroom tiling]

3. DEADLINE FOR COMPLETION: All items listed above must be completed no later than [Insert Date].

4. DISBURSEMENT OF FUNDS: Funds will be released to the Seller/Builder only upon:

- Written confirmation of satisfaction signed by the Buyer.
- Verification of completion by the Lender's inspector (if applicable).
- Submission of final lien waivers for the work performed.

5. FAILURE TO COMPLETE: If the Seller/Builder fails to complete the work by the deadline, the Escrow Agent is authorized to use the held funds to pay third-party contractors hired by the Buyer to complete the work. Any remaining balance shall be returned to the Seller.

6. SIGNATURES:

Buyer Date: [Insert Date]

Seller/Builder Date: [Insert Date]

Escrow Agent Date: [Insert Date]