



TIEFENTHALER

— LEGAL —

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VERMAAK MARSHALL WELLBELOVEED INC
3rd Floor Office Suites
54 on Bath
Corner Tyrwhitt Avenue
Rosebank

Date: 07 October 2026

Attention: Mr. JG Vermaak

By Email: greg@vmw-inc.co.za

Our Reference: 44B/TRI/RDP/DN/2026.10.07
Your Reference:

RE: UNLAWFUL OCCUPATION OF 44 BOLTON ROAD PARKING AREA

- 1 We record that we act on behalf of Tri-Star Construction (Pty) Ltd. ("our client")
- 2 Your correspondence dated 6 October 2026 and addressed to Tri-Star Construction (Pty) Ltd has reference.
- 3 Save for that which is recorded below, our client does not intend to litigate by way of correspondence and any allegation/s not addressed herein in response to your letter *supra* shall not to be taken as an admission thereof and our client reserves the right to address same in the appropriate forum and at the appropriate time should it become necessary.
- 4 We are instructed *inter alia* that on or about 29 March 2026, our client, duly represented by Hennie Jacobs, and your client, duly represented by Pamela Cadario, entered into a partly written, partly oral agreement ("the agreement") for the rental of your client's property situated at 37 Ashford Road. The relevant express terms of which were that:
 - 4.1 Our client shall rent the property surrounding your client's house/building but excluded the use or occupation of your client's house;

Directors: D. Fourie; R. du Preez; P.R. Woodward; C.M. van der Schyf; G.J. Spencer; L.S. Esterhuizen; H.A. Koekemoer; L. Romylos; H.J. Gildenhuys; C.B. Webster

*For a list of professionals please visit www.tiefenthalerlegal.com

- 4.2 Our client's use of the property would be for purposes of laydown area, parking and the use of the property for purposes of its construction material and equipment.
- 4.3 the rental rate agreed to between the parties is a monthly rate of R 6 400.00, with the rental term being until completion of the project.
- 5 We are instructed that our client has fully complied with the agreement and have not defaulted on its terms in any manner. Your client has been fully aware of the use, purpose and the manner in which the property has been used since March 2026. Accordingly, absent any breach of the agreement, your client's allegations are without cause, and it is invited to state in detail to what extent it alleges that our client has defaulted on the terms of the agreement.
- 6 In relation to the threat to deny our client access, we are instructed to record the following:
- 6.1 our client is currently in undisturbed possession of the property traversed above by virtue of its equipment, materials and resources on the property;
- 6.2 our client has neither defaulted on payment in terms of the agreement, nor has our client conducted itself in a fashion contrary to the agreement;
- 6.3 should your client prevent and/or deter our client from accessing and/or utilising the property in question, it will deprive our client of its undisturbed and lawful possession of the property. Such conduct will be unlawful and will force our client to approach the High Court for urgent relief, the costs of which shall be for your client's account.
- 7 Our client trust that your client will honour the agreement and provide our client with a written undertaking by close of business today that it will not act on the threats and/or unlawful conduct alluded to in its letter under reply.
- 8 We are further instructed to confirm that our client does not wish to be embroiled in costly and unnecessary litigation. Therefore, and without prejudice to any of our client's rights, our client proposes that the parties meet in an attempt to find an amicable solution to the way forward. Our client is available to meet with your client either in-person or virtually on:
- 8.1 **Today, 7 October 2026**, anytime between at 12h00 and 18h00;
- 8.2 **Thursday, 8 October 2026**, anytime between at 14h00 and 18h00;
- 9 We look forward to hearing from you.



10 Our client's rights remain reserved.

Yours faithfully,

Mr. D Nortje

Tiefenthaler Attorneys Inc.

Email: derik@constructionlaw.co.za

