

18482

**Nero, Richard (DCOZ)**

**From:** M. Yunus Sikder <aotcusa@hotmail.com>  
**Sent:** Monday, February 25, 2013 4:36 PM  
**To:** Nero, Richard (DCOZ); Nyarku, John (DCOZ); Moy, Clifford (DCOZ)  
**Subject:** RE: Ownership issue of BZA Application No. 18482 - 5008 13th St NW  
**Attachments:** BZA-letter 02 25 13.doc; 5008 13th St NW - Deed.pdf; RUPSHA 2007- Operating Agreement.pdf; RUPSHA 2007- Article Of Organization.pdf; RUPSHA 2007 - Tax ID number assignment letter from IRS.pdf; RUPSHA 2007 - Good Standing Receipt.pdf

To:  
Lloyd Jordan  
DC OZ BZA  
One Judiciary Square  
441 4<sup>th</sup> St., NW  
Suit 210 South  
Washington DC 20001

02/25/2013

D.C. OFFICE OF ZONING  
RECEIVED  
2013 FEB 25 PM 4:43

Subject: Ownership issue of BZA Application No. 18482 at 5008 13<sup>th</sup> ST NW

Dear Mr. Lloyd Jordan, Chair,

I was informed that Susan Reith opposed our application and she thinks that she owns the property. In order to clarify, I attached the deed herewith. Title of this property is under Rupsha 2007 LLC and I am the sole member of Rupsha 2007 LLC. I also included LLC doc herewith.

Thank you very much.

Respectfully submitted,

M. Sikder  
DISTRICT PROPERTIES  
6500 CHILLUM PL NW  
WASHINGTON DC 20012  
Tel.: 202-526-8664

BOARD OF ZONING ADJUSTMENT  
District of Columbia  
CASE NO. 18482  
EXHIBIT NO. 29

Board of Zoning Adjustment  
District of Columbia  
CASE NO.18482  
EXHIBIT NO.29

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Respectfully submitted,

M. Sikder  
DISTRICT PROPERTIES  
6500 CHILLUM PL NW  
WASHINGTON DC 20012  
Tel.: 202-526-8664  
Fax: 202-526-6217  
Cell: 240-606-5305

Attachments:

- a) Deed
- b) LLC docs

RUPSHA 2007, LLC

ARTICLES OF ORGANIZATION

TO: The Department of Consumer and Regulatory Affairs  
Corporations Division  
Washington, D.C.

The undersigned natural person of the age of eighteen years or more, acting as incorporator of a organization under Title 29, Chapter 13 of the Code of Laws of the District of Columbia (the "D.C. Limited Liability Company Act of 1994"), the organizer below named adopts the following Articles of Organization.

FIRST: The name of this limited liability company shall be RUPSHA 2007, LLC.

SECOND: These articles of organization shall be effective upon the filing with the Department of Consumer & Regulatory Affairs.

THIRD: The period of duration of this limited liability company shall be until December 31, 2050, unless terminated sooner by unanimous agreement between the Members.

FOURTH: The purpose for which this limited liability company has been organized is to engage in property investment, improvement, leasing, and/or sale, and operation, the development, ownership and management of real estate, any related activities and any and all other businesses permitted under the Act.

FIFTH: The address of this limited liability company's registered office in the District of Columbia is:

2015 R Street, NW  
Suite G  
Washington, DC 20009

SIXTH: The name of this limited company's registered agent at the registered address in the District of Columbia is Eric H. Sayles. This agent's consent to act as registered agent for the company is evidenced in the attached executed "Written Consent To Act As Registered Agent".

SEVENTH: This limited liability company's principal place of business is:

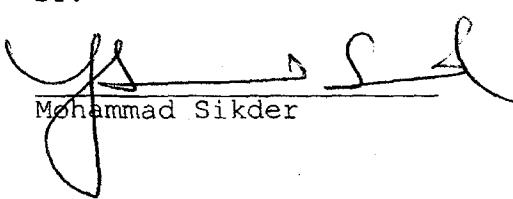
3758 Penderwood Drive  
Fairfax, VA 22033

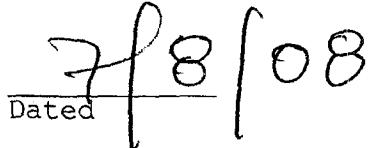
EIGHTH: The number of organizers is (1). The names and addresses are:

Name	Address
Mohammad Sikder	3758 Penderwood Drive Fairfax, VA 22033

RUPSHA 2007, LLC

BY:

  
\_\_\_\_\_  
Mohammad Sikder

  
\_\_\_\_\_  
Dated 7/8/08

## DEED

(Property Acquired Thru Tax Sale)

THIS DEED, made this 9th day of October, in the year  
Two Thousand and Twelve by and between

Vincent C. GrayMayor of the District of Columbia, party of the first part, and RUPSHA 2007, LLC

party of the second part, witnesseth:

WHEREAS, in compliance with law, certain property located in the District of Columbia and known for purposes of assessment and taxation as lot numbered 0053 in square numbered 2806 according to the records in Office of Tax and Revenue, District of Columbia, was duly assessed for taxation in the name of ELEANOR HOPKINS

for the fiscal year 2008 hereinafter mentioned and the taxes herein described duly levied hereon:

AND WHEREAS, the said taxes together with the penalties, interest and costs accruing thereon, being unpaid, and the said property in arrears for the same, the Mayor of the District of Columbia duly published said-described property, as required by law, giving due notice thereof by advertisement;

AND WHEREAS, the Mayor did on the 2nd day of December, 2009, the day named for the sale of said property in arrears, offer for sale and sell the same to

BRANDKRAAL PLLC

the highest bidder therefor, at and for the sum of Two Thousand Five Hundred Ninety-Four Dollars AND 57/100 (\$ 2,594.57) that being the highest sum bid for said described property, and said amount being sufficient to meet the taxes, penalties, interest and costs due thereon; the said lot in said square being sold to satisfy taxes.

Interest thereon from \_\_\_\_\_ in the amount of \_\_\_\_\_ . . . \$ 0.00

Tax due the District of Columbia for support of the government thereof for the fiscal year ending September 30, 2008 in the amount of One Thousand Eight Hundred Four Dollars AND 18/100 . . . \$ 1804.18

Penalties accruing thereon in the amount of Seven Hundred Ninety Dollars AND 39/100 . . . \$ 790.39

Costs accruing thereon in the amount \_\_\_\_\_ . . . \$ 0.00

Surplus paid in the amount of \_\_\_\_\_ . . . \$ 0.00

Total amount due Two Thousand Five Hundred Ninety-Four Dollars AND 57/100 . . . \$ 2,594.57

AND WHEREAS, immediately after the said sale to said \_\_\_\_\_

BRANDKRAAL PLLC

LT2-0-0-4

and upon payment by of the purchase money, the Real Property Tax

Administration \_\_\_\_\_ duly issued a certificate of sale to said

BRANDKRAAL PLLC

AND WHEREAS, the said BRANDKRAAL PLLC

has duly assigned the said certificate of sale and all right, title, and interest  
thereunder to RUPSHA 2007, LLC

as is evidenced by assignment duly endorsed on said certificate;

AND WHEREAS, the said property has not been redeemed as provided by law, and the said party of the second  
part has within one year from the date of the Certificate of Sale for Taxes foreclosed upon the right of  
redemption and a court order was issued to foreclose the right of redemption and grant the party of the second  
part the right to be issued a tax deed upon payment of the following taxes and assessments and charges:

Fiscal year for which assessments and charges, as indicated, were levied	Date of sale	Amount for which property was bid in by D.C. for Taxes, assessments costs, due D.C.	Penalty and interest thereon	Amount due D.C. including penalty and interest to date
2009	/ /	\$ 2,894.92	\$ 2,026.45	\$ 4,921.37
2010	/ /	\$ 1,977.78	\$ 30,939.75	\$ 32,917.53
2011	/ /	\$ 1,854.36	\$ 830.49	\$ 2,684.85
2012	/ /	\$ 1,732.98	\$ 277.28	\$ 2,010.26
Amount of taxes due and paid (Subsequent Payments not included)		\$ 8,460.04	\$ 34,073.97	\$ 42,534.00
Other cost paid in connection with acquiring Deed: Recording fee				12/02/2009 0.00

Deed Total	\$ 42,534.00
Surplus Applied	(\$ 0.00)
<b>Total Paid</b>	<b>\$ 42,534.00</b>

NOW THEREFORE, THIS DEED WITNESSETH, that said party of the first part, by  
virtue of the authority conferred on him by law and for and in consideration of the premises  
and the sum of one dollar, lawful money of the United States, to him/her in hand paid, the receipt  
of which is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents  
does grant, bargain, sell, and convey unto the said party of the second part, the party's successors,  
heirs and assigns, all the said herein before described lands and premises, and the appurtenances  
thereunto belonging or in anywise appertaining; to have and hold the same unto the said party of the  
second part, the party's successors, heirs, and assigns forever.

IN WITNESS WHEREOF, the said

Vincent C. Gray

Mayor of the District of Columbia, party of the first part, having considered and approved  
the foregoing deed has directed the execution thereof in the name of said Mayor by  
Vladimir Jadrijevic, Chief, Assessment Services Division, Real Property Tax Administration

who has hereunto set his/her hand and affixed the seal of the District of Columbia hereto, on the day and  
year first herein before written, under authority of the Act of Congress entitled "An Act to relieve  
the Commissioners of the District of Columbia of certain ministerial duties," approved February 11, 1932  
and by orders of the Commissioners, No. 68-143, Dated March 7, 1968 and No. 69-96, Dated March 7, 1969.

Mayor of the  
District of Columbia

By Vladimir Jadrijevic [Seal]

DISTRICT OF COLUMBIA, ss:

I, Gail T. McLeese, Notary Public in and for the  
District of Columbia, DO HEREBY CERTIFY that designee, Vladimir Jadrijevic,  
of the District of Columbia, party to the foregoing  
and annexed deed bearing date on the 9th day of October, A.D.  
2012, personally appeared before me in said District, the said designee being personally  
well known to me as the person who executed the said deed and acknowledged the same to be  
the act and deed of the Mayor of the District of Columbia.

Given under my hand and official seal this 9th day  
of October, A.D. 2012

Gail T. McLeese  
Notary Public, D.C.

GAIL T. MCLEEESE  
NOTARY PUBLIC DISTRICT OF COLUMBIA  
My Commission Expires August 14, 2017



**DEED**  
(Property Acquired Thru Tax Sale)

**MAYOR OF THE  
DISTRICT OF COLUMBIA**

TO

RUPSHA 2007, LLC

Lot       # 0053  
Square       2806  
      of      , D.C.

Received for record on the \_\_\_\_\_  
day of \_\_\_\_\_,  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M.,  
and recorded in Liber No. \_\_\_\_\_  
Folio No. \_\_\_\_\_, one of the Land  
Records for the District of Columbia, and  
examined by \_\_\_\_\_

*Recorder of Deeds, D.C.*

DocID: 2012115494 Fees: \$0.00  
10/25/2012 11:24m Pages: 4  
Filed & Recorded in Official Records of  
WASH DC RECORDER OF DEEDS IDA WILLIAMS

 **Department of the Treasury  
Internal Revenue Service  
Cincinnati, OH 45999**

In reply refer to: 0242322502  
Dec 06, 2010 LTR 147C  
80-0212229

**RUPSHA 2007 LLC  
MOHAMMAD SIKDER SOLE MBR  
6660 TENNYSON DR  
MCLEAN VA 22101-5715 600**

**Taxpayer Identification Number: 80-0212229**

**Form(s):**

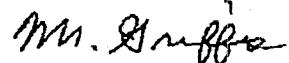
**Dear Taxpayer:**

**This letter is in response to your telephone inquiry of December 6th, 2010.**

**Your Employer Identification Number (EIN) is 80-0212229. Please keep this number in your permanent records. You should enter your name and your EIN, exactly as shown above, on all business federal tax forms that require its use, and on any related correspondence documents.**

**If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.**

**Sincerely,**



**Mr. Griffis  
1000195997  
Customer Service Representative**

OPERATING AGREEMENT

RUPSHA 2007, LLC

THIS OPERATING AGREEMENT IS MADE EFFECTIVE JULY 22, 2008.

**I. FORMATION**

1. The undersigned has formed a limited liability company (hereinafter called "LLC") under the laws of the District of Columbia, having filed with the Department of Consumer and Regulatory Affairs on the effective day its Articles of Organization.

2. The LLC is formed for the purposes indicated in its Articles of Organization and to engage in any lawful act, business or activity for which limited liability companies are formed under the laws of the District of Columbia and to do any and all other things determined by the members to be necessary, desirable or incidental to the foregoing purpose.

3. The term of the LLC is perpetual or until the business assets of the company are sold, whichever comes first.

4. The principal place of business of the LLC is 3758 Penderwood Drive, Fairfax, VA, and the manager at that address is Mohammad Sikder.

5. The registered agent in the District of Columbia is Eric H. Sayles, located at 2015 R Street, NW, Suite G, Washington, DC.

**II. MANAGEMENT**

5. The exclusive authority to make management decisions is vested in its manager, Mohammad Sikder.

6. Neither the manager nor the members, if any, shall receive any compensation for its actions and/or services to the LLC. The affairs of the company shall be managed in a prudent and businesslike manner; and the manager shall devote such time and energy to the company as is necessary for the best interests of the LLC business.

7. The manager is charged with all aspects of management of the company property in a manner and quality necessary to secure the highest and best income and/or sale price possible for the business.

8. The manager shall not be personally liable for the debts, losses, claims, judgments or any of the liabilities of the company beyond the manager's contributions to the capital of the LLC.

9. If applicable, any notices received by the company must

be transmitted to the LLC members within ten business days.

10. The manager must secure any and all licenses and/or permits required by any government for the legal operation of the business.

11. No person, firm, financial organization or other institution dealing with the Manager shall be required to ascertain that the manager is acting in accordance with this Agreement; the manager is hereby authorized to act for the LLC.

### **III. MEMBERS**

12. Members and/or manager may, from time to time, engage in like or similar business enterprises and may compete openly with this LLC, without restriction.

13. The Members are listed on Exhibit A attached hereto. The capital contribution of each member shall be set forth and shall constitute the percentage share of the Member's ownership of the LLC.

14. In the event of a capital call, the members shall fund the LLC by making additional capital contributions in proportion to their percentage share of ownership. Failure to remit this amount will result in an adjustment to the member's percentage share of ownership, based on their new percentage of capital contribution.

15. No individual member may be held personally liable for the debts, losses, claims, judgments or any of the liabilities of the company beyond the member's contributions to the capital of the LLC.

### **IV. MEETINGS**

16. Annual and regular meetings of the LLC shall take place at the principal place of business of the LLC upon notice or waiver thereof. The annual meeting shall take place on the thirty-first day of December of each year. Notice may be telephonic or written.

17. Special meetings may be called by the Manager at any time and place as is convenient.

### **V. ACCOUNTING**

18. Except as otherwise provided herein, profit, loss, gain and deduction of the Company shall be allocated among or borne by the Members in accordance with their percentage of capital in the LLC.

19. To the extent that the payment of any expenditure by the LLC is made to a member for income tax purposes, that payment shall be considered a gross income allocation to such member.

20. The books of the LLC shall be kept in accordance with reasonable accounting principles consistently applied.

21. The books of the LLC shall maintain a capital account of each member. The amount of each member's contribution of cash and/or property shall be credited to that member's capital account. Each member's capital account shall be adjusted annually to reflect each member's share of profits, losses, and/or distributions.

## **VII. DISSOLUTION**

22. The LLC may be dissolved only upon the sale of all of its assets, and the cessation of its business operations. The executor/administrator of the Estate of any deceased or incompetent member may have all of the power of the member in matters pertaining to the dissolution of the LLC; and the provisions of this Agreement shall govern until the final disposition of that Estate.

23. Upon dissolution, the assets of the LLC shall be liquidated, the proceeds from which shall pay any and all outstanding obligations of the LLC first, then distributed to each member in accordance with its percentage share of the LLC as calculated from the capital account.

## **VIII. AMENDMENTS**

24. Any modifications, alterations, or amendments to this Agreement must be in writing, unanimous, and executed with the same formality as this Agreement.

## **IX. MISCELLANEOUS**

25. This constitutes the entire agreement of the company.

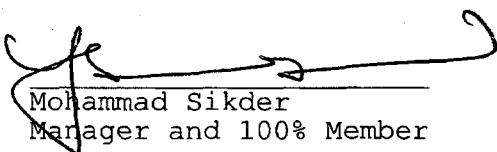
26. This Agreement is made in the District of Columbia and is governed by its laws pertaining to limited liability companies.

27. This Agreement is binding upon and shall inure to the benefit of its members and their respective legal representatives, heirs, permitted successors and permitted assigns.

[signatures to follow]

RUPSHA 2007, LLC

BY:

  
\_\_\_\_\_  
Mohammad Sikder  
Manager and 100% Member

Dated   
\_\_\_\_\_  
7/21/08

EXHIBIT A

Member's Capital Contribution

Mohammad Sikder	\$1,000.00
3758 Penderwood Drive	
Fairfax, VA 22033	



**DEPARTMENT OF CONSUMER & REGULATORY AFFAIRS**  
**District of Columbia Government**

## **Corporations Division**

**Application for Certificate of Good Standing & Certified Copy  
Form GS-CC-1, Version 2, July 2010.**

Use this form to request a certificate of good standing or certified copies of documents on file with Comptroller's Division.

**5. Types of Documents Requested:**

DISTRICT PROPERTIES.COM, INC.  
6500 CHILLUM PL NW  
WASHINGTON, DC 20012  
(202-526-8664)

1291  
15-0444/0560

Date 1/31/2013

### Limited Liability Company - Good?

Pay to the order of DC Treasurer  
Fifty only -  
UNITED BANK  
Rupsha 2007 LLC Good Standing  
Fees

6. Name of individual submitting this form  
M Yunus Sikder

Rupsha 2007 LLC  
Good Standing  
Fees:

**Mail all forms and required payment to:**  
Department of Consumer and Regulatory  
Corporations Division  
PO Box 92300  
Washington, DC 20090  
**Phone:** (202) 442-4400

00560044450 0065415561 1291

00560044450 0065415561 1291

Please check [dcra.dc.gov](http://dcra.dc.gov) to view organizations required to register, to search business names, to get step-by-step guidelines to register an organization, to search registered organizations, and to download forms and documents. Just click on "Corporate Registrations."