**Bangladesh Securities and Exchange Commission**
Enforcement Division
Enforcement Department
Market, Market Intermediaries and Other Affairs Section
www.sec.gov.bd

নং-বিএসইসি/এনফোর্সমেন্ট/৩৮৮৯/২০২৫/১০১৯ তারিখঃ ০৩ সেপ্টেম্বর ২০২৫

# আদেশ

যেহেতু, Securities and Exchange Ordinance, 1969 এর Section 2 (cc) মোতাবেক কমিশন অর্থ বাংলাদেশ সিকিউরিটিজ অ্যান্ড এক্সচেঞ্জ কমিশন যা বাংলাদেশ সিকিউরিটিজ অ্যান্ড এক্সচেঞ্জ কমিশন আইন, ১৯৯৩-এর অধীনে গঠিত;

যেহেতু, কমিশনের আদেশ নং বিএসইসি/আইইআইডি/ইনকোয়ারি/২০২৪/৪৩৭ তারিখ: সেপ্টেম্বর ০১, ২০২৪ ইং এর মাধ্যমে একটি অনুসন্ধান ও তদন্ত কমিটি গঠন করা হয়। অনুসন্ধান ও তদন্ত কমিটিকে ১২ টি বিষয়ের মধ্যে `আইএফআইসি গ্যারান্টিড শ্রীপুর টাউনশিপ গ্রীন জিরো কুপন বন্ড'- ইস্যু সংক্রান্ত যাবতীয় বিষয়াদি অনুসন্ধান ও তদন্ত সম্পন্ন করে কমিশনে এ সংক্রান্ত একটি প্রতিবেদন দাখিল করার জন্য নির্দেশনা প্রদান করা হয়। এ প্রেক্ষিতে, উক্ত তদন্ত ও অনুসন্ধান কমিটি আইএফআইসি গ্যারান্টিড শ্রীপুর টাউনশিপ গ্রীন জিরো কুপন বন্ড ইস্যু সংক্রান্ত যাবতীয় বিষয়াদি অনুসন্ধান ও তদন্ত সম্পন্ন করে ডিসেম্বর ২২, ২০২৪ তারিখে কমিশনে এ সংক্রান্ত একটি প্রতিবেদন দাখিল করে। আইএফআইসি গ্যারান্টিড শ্রীপুর টাউনশিপ গ্রীন জিরো কুপন বন্ড ইস্যু সংক্রান্ত যাবতীয় বিষয়ে অনুসন্ধান ও তদন্ত সংক্রান্ত প্রতিবেদনটি পর্যালোচনা করে দেখা যায় যে, অনুসন্ধান ও তদন্ত কমিটি প্রতিবেদনে সিকিউরিটিজ আইন লঙ্ঘন, বিভিন্ন আইনের লংঘনসহ অন্যান্য বিষয়াদি উল্লেখ করেছেন, যা নিম্নে উপস্থাপন করা হলোঃ

**"1.THE BOND**

Sreepur Township Limited, a private limited company with a paid-up capital of Tk 335 crore, on 11 April 2023, submitted a proposal to the Bangladesh Securities and Exchange Commission (referred to as 'BSEC' or 'the Commission') seeking approval for the issuance of guaranteed, transferable, non-convertible zero coupon bonds under the Securities and Exchange Commission (Debt Securities) Rules, 2021. These bonds have a face value of up to Tk 1,500 crore and an issue price of Tk 1,000 crore, intended to be placed privately for cash consideration.

On 27 April 2023 STL submitted a revised application to BSEC including an updated Information to issue a 'Green' bond instead of the previously proposed conventional zero- coupon bond. The proposal of STL for private placement was approved at the 871st meeting of the Commission held on 04 June 2023 and a consent letter containing 21 conditions was issued by the Commission on 12 July 2023.

Though the bonds are unsecured, IFIC Bank PLC acted as the guarantor. Although the official title of the bond was 'IFIC Guaranteed Sreepur Township Green Zero Coupon Bond,' it was marketed under the name 'IFIC Amar Bond,' which created a misleading impression that IFIC Bank was the entity raising the funds, resting on deception. STL successfully raised Tk 1,000 crore by selling the bonds to 7,173 investors within a month.

As per condition, each lot/series shall be redeemed over 60 months at the end of each month starting from the issue date as per the Redemption Schedule:

| | Month | Redemption No. | Redemption % | Redemption amount in Tk |
|---|---|---|---|---|
| Redemption | 1 | 1st | 0.63 | 100,000,000 |
| | 2 | 2nd | 0.63 | 100,000,000 |
| | 3 | 3rd | 0.63 | 100,000,000 |
| | 4 | 4th | 0.63 | 100,000,000 |
| | 5 | 5th | 0.63 | 100,000,000 |
| | .. | .. | .. | .. |
| | .. | .. | .. | .. |

| | | | | |
|---|---|---|---|---|
| | 58 | 58th | 0.63 | 100,000,000 |
| | 59 | 59th | 0.63 | 100,000,000 |
| | 60 | 60th | 63.13% | 10,100,000,000 |
| | **Total** | | **100.00%** | **16,000,000,000** |
| Default Protection Mechanism | The Bond shall be guaranteed by IFIC Bank PLC (Guarantor)<br><br>The Guarantor will unconditionally and irrevocably guarantee the due payment of all sums payable by the issuer as per the 'Redemption Schedule' of the Bonds. Deed of Guarantee to be issued by the Guarantor shall irrevocably guarantee the payment performance of the Issuer at all times until all liabilities of the Issuer in respect of the Bond has been discharged<br><br>The Guarantee shall be issued in two parts as two separate performance Guarantees<br><br>Together, all payment amount as per Redemption Schedule are guaranteed by the Guarantor | | | |
| Mode of option (call or put) | The Bond does not have any prepayment or call option and put option. It is also non-refundable and does not have any conversion feature. | | | |
| Rights of Guarantor | If IFIC Monthly Payment Guarantee is invoked for 6 (six) consecutive redemption payments, the Guarantor shall have the right to settle the outstanding lots by making payment at Tk101,000 (one lakh one thousand taka only) per lot, irrespective of the maturity dates.<br><br>(as stated in the related provisions of Clause 7.4 of the Trust Deed) | | | |
| Type of collateral securities being offered, if any: | None | | | |
| Status of securities holders in case of priority of payment | Bondholders rank below all secured lenders of the company. | | | |

Since the bonds have a staggered fixed repayment & redemption schedule, it does not qualify as a Zero-Coupon Bond, though it has been named so.

In light of the findings, the Enquiry Committee emphasizes that the naming of a bond should accurately reflect its characteristics to avoid confusion and ensure compliance with regulatory standards.

It should be noted that that a Zero-Coupon Bond is a type of debt security that does not pay periodic interest (also known as coupons) to the holder. Instead, it is issued at a substantial discount to its face value and is redeemed at its full-face value upon maturity. The difference between the purchase price and the face value represents the investor's return or the bond's implicit interest.

Specifically, the Committee notes that STL's bond did not meet the criteria of a Zero- Coupon Bond due to its staggered fixed repayment and redemption schedule.

## 2. MISLEADING BRANDING & CLAIM

A mass campaign commenced in July 2023 and persisted for several weeks to months across print and electronic media promoting the "IFIC Guaranteed Sreepur Township Green Zero Coupon Bond". This bond was misleadingly referred to as "IFIC Amar Bond" and inaccurately labeled as a 'Government Approved Bond' (for example print media Ref: *Prothom Alo*, Front Page Full Cover; 24 September 2023; electronic media Ref: Youtube.com, "আইএফআইসি আমার বন্ড" published in IFIC Bank PLC account on 24 September, 2023 having link: https://www.youtube.com/watch?v=nQwtYKk0cXc; and "Thank You Bangladesh ॥ IFIC Aamar Bond ॥ "আইএফআইসি আমার বন্ড"published in IFIC Bank PLC account at link: https://www.youtube.com/watch?v=tJUoB3tELTg on 15 November, 2023. While IFIC Bank serves as the guarantor for the bond, it is neither a product of IFIC Bank nor sanctioned by the government. The misleading use of these two phrases attracted general investors, prompting them to purchase the bond without fully grasping the reality that STL is a newly established company lacking prior experience in apartment construction or land development. Furthermore, IFIC Bank allowed this new entity to use its brand name in a deceptive manner. The advertisements featuring 'IFIC Amar Bond' published in different newspapers created the false impression that the bank, as the Issuer, was actively raising funds, resulting in a rather overwhelming market response to the bond.

The 856th meeting of the board of directors of the IFIC Bank was held on 07 May 2023 where the issue of permission for issuance of No Objection Certificate (NOC) for using the bank name as 'IFIC Guaranteed Sreepur Township Green Zero Coupon Bond' was raised, discussed and approved.

IFIC Bank is disseminating information regarding the IFIC Guaranteed Sreepur Township Green Zero-Coupon Bond labeling it as a "government-approved bond" across various mass media platforms. The Commission granted consent in accordance with the Bangladesh Securities Exchange Commission (Debt Securities) Rules 2021. It is important to clarify that this bond is a corporate zero-coupon bond and does not possess government approval. Advertisements have referred to it as 'IFIC আমার বন্ড', which has been published in print and electronic media to attract investors. Whereas IFIC Bank only serving as the guarantor for this bond, which is privately placed as outlined in the Information Memorandum. This situation has been deemed misleading for investors, potentially jeopardizing their interests.

Regarding the reference to IFIC আমার বন্ড, STL in the letter explained that this pertains to a new banking service offered by IFIC, which includes guaranteed bonds along with account banking services. This claim is also not acceptable either to the Enquiry Committee for the following reasons:

a) **Issuer and Guarantor Confusion**: STL is the issuer of the bond, while IFIC Bank is merely the guarantor. Misrepresenting the bond as a banking product creates a false perception that IFIC Bank is the direct issuer, thereby leveraging the bank's credibility to manipulate investor trust.

b) **Misrepresentation of Relationship**: The branding "IFIC আমার বন্ড" suggests a product directly under IFIC Bank's control, while in reality, STL—a new and inexperienced entity in land development—is the issuer. This misrepresentation deceives investors into believing that the bond enjoys the same security and regulatory oversight as IFIC Bank's established financial products.

c) **Violation of Transparency Standards**: Such branding fails to transparently communicate the true nature of the bond, which is critical for maintaining investor confidence and adhering to fair disclosure practices as mandated under securities laws.

d) **Regulatory Breach**: The misuse of IFIC Bank's name and brand in advertising a bond issued by STL clearly constitutes a breach of the BSEC law, particularly Section 17 of the Securities and Exchange Ordinance 1969, which prohibits practices that deceive or manipulate investors.

e) **Absence of Prior Precedent**: There is no documented precedent of IFIC Bank offering "bond-related banking services" under its branding. Introducing such a claim post-facto further undermines STL's credibility and demonstrates an intent to obfuscate the true nature of the bond issuance.

There appear to be considerable apprehensions surrounding the branding of 'IFIC Amar Bond' and its potentially misleading connotations, particularly concerning the term 'Government Approved Bond'.

The deceptive collaboration between Sreepur Township Limited and IFIC Bank PLC under the influence of the then Chairman of the Bank concerning the issuance of the IFIC Guaranteed Sreepur Township Green Zero Coupon Bond, utilizing the terms 'IFIC Amar Bond' and 'Government Approved Bond' constitutes a clear violation of Section 17 of the Securities and Exchange Ordinance 1969.

Section 17 of Securities and Exchange Ordinance 1969 read as follows:

17. ***Prohibition of fraudulent acts, etc.-*** *No person shall, for the purpose of inducing, dissuading, effecting, preventing or in any manner influencing or turning to his advantage, the sale or purchase of any security, directly or indirectly,-*
 (a) *employ any device, scheme or artifice, or engage in any act, practice or course of business, which operates or is intended or calculated to operate as a fraud or deceit upon any person; or*
 (b) *make any suggestion or statement as a fact of that which he does not believe to be true; or*
 (c) *omit to state or actively conceal a fact having knowledge or belief of such fact; or*
 (d) *induce any person by deceiving him to do or omit to do anything which he would not do or omit if he were not so deceived; or*
 (e) *do any act or practice or engage in a course of business, or omit to do any act which operates or would operate as a fraud, deceit or manipulation upon any person, in particular-*
  i) *make any fictitious quotation;*
  ii) *create a false and misleading appearance of active trading in any security;*
  iii) *effect any transaction in such security which involves no change in its beneficial ownership;*
  iv) *enter into an order or orders for the purchase and sale of security*

*which will ultimately cancel out each other and will not result in any change in the beneficial ownership of such security;*

v) *directly or indirectly effect a series of transactions in any security creating the appearance of active trading therein or of raising of price for the purpose of inducing its purchase by others or depressing its price for the purpose of inducing its sale by others;*

vi) *directly or indirectly effect a series of transactions in any security creating the appearance of active trading therein or of raising of price for the purpose of inducing its purchase by others or depressing its price for the purpose of inducing its sale by others;*

vii) *being a director or an officer of the issuer of a listed equity security or a beneficial owner of not less than ten per cent of such security who is in possession of material facts omit to disclose any such facts while buying or selling such security.*

## 3.UNCONVENTIONAL GUARANTEE AND COUPON STRUCTURE

The guarantee provided by IFIC Bank for the zero-coupon bond was unusual and added excessive risk exposure for the bank. Though the bank has obtained mortgage of 37 acres of land within the project area, neither the Bank nor the Issue Manager or Trustee could confirm if that is the lot where the first phase of development and construction has been or could be undertaken. There is potentially high risk in the future for the depositors of the bank if the issuer defaults and continues to do so in the future, given the changed circumstance of regime change and consequent loss of monopolistic influence of crony capitalists.

Conventionally and academically, zero-coupon bonds do not require such guarantees as these bonds are structured to repay investors at maturity rather than on an ongoing basis. Therefore, ideally sinking funds could have been accumulated over time under the Trustee.

The bond issued by STL does not qualify as zero-coupon though it has been named so possibly to take tax benefits. It had a declared redemption payment schedule.

## 4. AMBIGUITY IN LAND AREA

Sreepur Township Limited applied to the Gazipur Development Authority under 'ইমারত নির্মাণ/পুকুর খনন বা ধ্বংস সাধন অনুমোদনের জন্য আবেদনপত্র' which was signed by Mr. Md. Mashiuzzaman, Managing Director. The signature or the application does not contain a date, though inside the seal of the seller of the form, i.e. Agrani Bank Limited, Gazipur Corporate Branch, a handwritten date of 03/4/24 was given.

The Company Secretary and the Architect of the Project (Mayanagar) appeared before the committee and mentioned that the total area of the project is 117 acres. They handed over an approval letter dated 09 May 2024 from the Gazipur Development Authority, where the area is mentioned as 113.97 acres. On the other hand, STL in the proposal submitted to the BSEC mentioned that the project area is 37 acres. BSEC also mentions in their file and documents that the area is 37 acres. The Managing Director of IFIC Investment Limited, the Issue Manager, is not aware that the area is 117 acres, as only 37 acres are mortgaged to them, as confided during a personal hearing.

STL send a letter No. STL/BSEC/Inquiry/L-1,10,202) to the enquiry committee, dated 14 November 2024 signed by its Managing Director, Md Mashiuzzaman, and referencing the hearing held at the BSEC on 27 October 2024. It included a page containing a map and land related information. According to this document, STL owns a land area of 12.16 acres, while Beximco owns 97.84 acres, bringing the total land area to 110 acres.

Additionally, IFIC Bank has executed a mortgage deed with four companies—STL, Beximco, and two other companies namely Shinepukur Holdings Limited and OK Company Limited—covering a total of 37 acres of land. Furthermore, a Trust Deed with Sandhani Life Insurance Company reveals the existence of a Joint Venture Agreement between STL, Beximco, and the two other companies involved, Shinepukur Holdings Limited and OK Company Limited.

There is some inconsistency in the documentation regarding the total land area, which is listed as either 117 acres, 113.97 acres, or 110 acres. However, only 37 acres of land have been mortgaged to IFIC Bank as collateral for the bond guarantee. The mortgage deed was executed between IFIC Bank and four companies, including STL, Beximco, and two others. In its letter dated 14 November 2024, STL indicated that the land area for its project is 12.16 acres.

This creates significant ambiguity regarding the total land area, the mortgaged land, and the project area.

**5.CONFLICT OF INTEREST**

The guarantee of IFIC Bank for STL bonds, where both of its directors – Mr. Salman F Rahman and his son Mr. Shayan Fazlur Rahman, were also key stakeholders in STL through their association with Beximco Limited, created a significant conflict of interest.

Whereas, the aforesaid activities are tantamount to non-compliance of securities laws that appears deliberate and clear contravention of Section 17 of the Securities and Exchange Ordinance, 1969 willfully by you which attracts penal provision of Section 22 of the Securities and Exchange Ordinance, 1969;

যেহেতু, উপর্যুক্ত আলোচ্য বিষয়ে সংশ্লিষ্ট সিকিউরিটিজ সংক্রান্ত আইন ভঙ্গের কারণে কমিশনের এনর্ফোসমেন্ট বিভাগ কর্তৃক বিএসইসি/এনফোর্সমেন্ট/৩৮৮৯/২০২৫/৫৬৮ তারিখ ১৬ এপ্রিল ২০২৫, বিএসইসি/এনফোর্সমেন্ট/৩৮৮৯/২০২৫/৭৩০ তারিখ ২৪ মে, ২০২৫ এবং বিএসইসি/এনফোর্সমেন্ট/৩৮৮৯/২০২৫/৭৬২ তারিখ ১৯ জুন ২০২৫ স্মারকমূলে Mr. Salman F. Rahman, সাবেক চেয়ারম্যান, আইএফআইসি ব্যাংক- কে যথাক্রমে ১২ মে, ১৬ জুন এবং ৩০ জুন, ২০২৫ তারিখে কারণ প্রদর্শনসহ শুনানীতে উপস্থিত হতে বলা হয়। উক্ত তারিখে Mr. Salman F. Rahman নিজে বা তার পক্ষে কেউ শুনানীতে উপস্থিত হয়নি এবং এ সংক্রান্ত কোনো বক্তব্যও দাখিল করা হয়নি।

যেহেতু, Mr. Salman F. Rahman (আইএফআইসি ব্যাংক এর তৎকালীন চেয়ারম্যান)-এর প্রভাবে শ্রীপুর টাউনশিপ লিমিটেড এবং আইএফআইসি ব্যাংক পিএলসির মধ্যে প্রতারণামূলক সহযোগিতার মাধ্যমে 'আইএফআইসি আমার বন্ড' শব্দটি ব্যবহার করে আইএফআইসি গ্যারান্টিযুক্ত শ্রীপুর টাউনশিপ গ্রিন জিরো কুপন বন্ড ইস্যু করার জন্য Mr. Salman F. Rahman কর্তৃক সিকিউরিটিজ আইন লঙ্ঘিত হয়েছে,

যেহেতু, Mr. Salman F. Rahman উপর্যুক্ত কর্মকান্ডের মাধ্যমে Section 17 of the Securities and Exchange Ordinance, 1969 লংঘন করেছেন;

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যেহেতু, Mr. Salman F. Rahman এর উপর্যুক্ত কর্মকান্ড Securities and Exchange Ordinance, 1969 এর Section 22 অনুযায়ী শাস্তিযোগ্য অপরাধ;

যেহেতু, কমিশনের বিবেচনায়, সিকিউরিটিজ আইন ও বিধি-বিধান পরিপালনে আলোচ্য ব্যর্থতার জন্য, পুঁজিবাজারের শৃংখলা, স্বচ্ছতা এবং জনস্বার্থে আলোচ্য Mr. Salman F. Rahman -কে অর্থদন্ডে দন্ডিত করা প্রয়োজন ও সমীচীন;

অতএব, সেহেতু, কমিশন উল্লিখিত যাবতীয় বিষয় বিবেচনাপূর্বক, Securities and Exchange Ordinance, 1969 (Ordinance No. XVII of 1969) এর Section 22 এ প্রদত্ত ক্ষমতাবলে-

- Mr. Salman F. Rahman কে ১০০.০০ (একশত) কোটি টাকা অর্থদন্ড ধার্য্য করে, যা অত্র আদেশের ৩০ (ত্রিশ) দিনের মধ্যে 'বাংলাদেশ সিকিউরিটিজ অ্যান্ড এক্সচেঞ্জ কমিশন' এর অনুকূলে ইস্যুকৃত ব্যাংক ড্রাফট/পে-অর্ডারের মাধ্যমে জমা প্রদান করতে হবে, অন্যথায় সিকিউরিটিজ আইন মোতাবেক পরবর্তী আইনানুগ ব্যবস্থা গ্রহণ করা হবে।

বাংলাদেশ সিকিউরিটিজ অ্যান্ড এক্সচেঞ্জ কমিশনের আদেশক্রমে,

০৬.০২.২০২৫

মোঃ আলী আকবর
কমিশনার

বিতরণঃ

**Mr. Salman F. Rahman**
Former Chairman, IFIC Bank Ltd.
BEL Tower (BEXIMCO)
House: 19, Road: 1 Dhanmondi R/A,
Dhaka 1205.