VIA E-MAIL

IN THE MATTER OF the Motor Vehicle Dealers Act, 2002, S.O. 2002, Chapter 30, Schedule B and Regulations, as amended

- and -

IN THE MATTER OF the registration of AUTOMOTIVE WHOLESALE INC. o/a TORONTO AUTO GROUP/2ND CHANCE AUTOMOTIVE/NEED A CAR USED CAR SUPERSTORES

TO: **Automotive Wholesale Inc. o/a**
Toronto Auto Group/
2nd Chance Automotive/
Need A Car Used Car Superstores

2380 Lawrence Avenue East
Toronto, ON M1P 2R5

TO: **Anil Puri**

AND TO: **Karen Poonawalla**

SECOND NOTICE OF FURTHER AND OTHER PARTICULARS

WHEREAS by a Notice of Proposal dated the 19th of December 2025 (the "Notice of Proposal"), the Registrar, Motor Vehicle Dealers Act, 2002 (the "Act") did propose to revoke the registration of Automotive Wholesale Inc. o/a Toronto Auto Group/2nd Chance Automotive/Need A Car Used Car Superstores (the "Dealer") as a motor vehicle dealer and of Anil Puri and Karen Poonawalla as motor vehicle salespersons under the Act;

AND WHEREAS by a Notice of Further and Other Particulars dated the 27th of May 2026, the Registrar provided further particulars in respect of the Notice of Proposal;

AND WHEREAS further information has come to the attention of the Registrar relating to the fitness for registration of the Dealer and salespersons;

NOW THEREFORE TAKE NOTICE THAT THE REGISTRAR REPEATS THE REASONS AS SET OUT IN THE NOTICE OF PROPOSAL DATED THE 19th of DECEMBER, AND IS PROVIDING THE FOLLOWING FURTHER AND OTHER PARTICULARS:

AMENDMENTS

It is alleged as follows:

32. Paragraphs 8 and 9 of the Notice of Proposal are hereby substituted as follows:

    8. On June 6, 2024, a search warrant was executed at the Dealer premises. However, Puri was unable to produce the requisite deal files for several

transactions, as they were not kept as required by the Ontario Regulation 333/08 made under the Act.

9. On June 10, 2024, following another search at the Dealer's premises, Puri was found to not have kept the requested deal files, as prescribed by the Regulation. Accordingly, on June 27, 2025, Puri and the Dealer were both convicted of failing to maintain all records pertaining to the trade of the following four vehicles, as required under section 53(1) of Ontario Regulation 333/08:

    a. A 2022 BMW X7 (VIN 8018);
    b. A 2019 Toyota Sienna (VIN 8798);
    c. A 2018 Mercedes-Benz C (VIN 8852); and
    d. A 2008 BMW 328 (VIN 6919).

33. Paragraph 10 of the Notice of Proposal is hereby substituted as follows:

    10. On September 29, 2025, pursuant to a second search warrant, Puri was unable to produce the deal file for a 2020 Infiniti XTR (VIN 6350), in further violation of section 53(1) of Ontario Regulation 333/08.

FURTHER PARTICULARS

It is further alleged as follows:

34. At all material times Husseini Poonawalla ("Husseini") was not registered under the Act in any capacity, his salesperson registration having expired on October 19, 2020. Husseini is associated with 2504558 Ontario Inc., an unregistered company of which Karen Poonawalla was a Director, and acted in connection with the trades particularized below.

Dealings Between the Dealer and Husseini

35. Further to paragraphs 8 and 9 of the Notice of Proposal, each of the vehicles in respect of which the Dealer and Puri were convicted of failing to maintain records had been the subject of dealings between the Dealer and Husseini.

    a. The 2022 BMW X7 (VIN 8018) was purchased by Husseini from Performance BMW in December 2022, registered in his name, and transferred by Husseini to the Dealer on or about October 28, 2023;
    b. The 2019 Toyota Sienna (VIN 8798) was registered into Husseini's name on or about August 8, 2023, and transferred by Husseini to the Dealer on or about August 12, 2023;
    c. The 2008 BMW 328 (VIN 6919) was transferred by the Dealer into Husseini's name on or about January 4, 2022, and transferred back to the Dealer on or about January 26, 2022; and,
    d. The 2018 Mercedes-Benz C (VIN 8852) was the subject of an anticipated sale by the Dealer to Husseini.

36. The Dealer maintained no records of any of these dealings.

2022 BMW X5 (VIN 6147)

37. Further to the vehicles described in paragraph 34:

a. On or about January 25, 2023, the Dealer purchased a 2022 BMW X5 (VIN 6147) through an online wholesale auction from a BMW dealership in Quebec;
b. On or about May 17, 2023, a wholesale bill of sale recorded the sale of the vehicle by 2504558 Ontario Inc., as seller, to 1638264 Ontario Inc. o/a Signature Cars, as purchaser, for $78,000, executed by Husseini as 2504558 Ontario Inc.'s salesperson, with payment made to 2504558 Ontario Inc.; and,
c. On or about May 18, 2023, the Dealer transferred the vehicle into Husseini's personal name.

38. 2504558 Ontario Inc. sold and was paid for the vehicle at a time when it remained registered to the Dealer.

39. The foregoing dealings demonstrate an ongoing business relationship between the Dealer, Puri and Husseini.

2019 Mazda CX-5 (VIN 1501) - Consumer FB

40. Further to paragraph 7 of the Notice of Proposal, in or around January 2024, Husseini offered to obtain a vehicle for Consumer FB and, on January 19, 2024, directed her to provide a certified cheque in the amount of $24,693.75 payable to 2504558 Ontario Inc.

41. On or about February 22, 2024, the Dealer purchased a 2019 Mazda CX-5 (VIN 1501) (the "Mazda") through an online wholesale auction.

42. On February 27, 2024, a bill of sale was generated naming Puri as the seller on behalf of the Dealer as the seller and FB as the purchaser of the Mazda. The bill of sale is unsigned.

43. The Dealer's retail sale of the Mazda to FB was carried out entirely through Husseini and away from the Dealer's registered premises. Husseini presented the Mazda to FB at her place of worship, described it as located at "his dealership," and at all times was the only person with whom FB dealt. FB never attended the Dealer's registered premises, had no dealings with the Dealer, never signed any documents, and never received a bill of sale.

44. A safety standards certificate dated March 4, 2024, records that the Mazda was inspected at the Dealer's premises. On March 6, 2024, the Dealer was registered as the Mazda's owner.

45. On March 8, 2024, a representative of the Dealer, or a person identifying themselves as such, telephoned FB's brother and advised that the Mazda was ready for licensing and that FB should obtain insurance effective that day.

46. On the same day, the Dealer caused or permitted the Mazda to be registered into FB's name and a licence plate, validated with FB's insurance, to be attached. FB did not sign any transfer documents, did not consent to or know of the transfer, and never received possession of the Mazda.

47. While FB's funds remained with Husseini, the Dealer continued to advertise the Mazda for sale on its website. FB's attempts to contact the Dealer went unanswered.

48. On March 24, 2024, FB submitted a complaint to OMVIC. On March 27, 2024, the Dealer caused or permitted the Mazda to be transferred out of FB's name and registered back into the Dealer's name by way of a transfer application identifying FB as the seller, which FB did

not sign, authorize, or know of.

49. On March 28, 2024, FB's funds were returned to her, less the approximately $880 she had expended on insurance at the Dealer's direction.

50. Thereafter, a representative of the Dealer, or a person identifying themselves as Anil Puri, contacted FB's brother and offered to reimburse the insurance cost if the complaint to OMVIC was withdrawn.

51. By the foregoing conduct, the Dealer:

    a. Allowed Husseini to trade in the Mazda on the Dealer's behalf, while not registered as a salesperson, contrary to section 4(3) of the Act;
    b. Traded in the Mazda from a place other than the Dealer's registered place of business, contrary to section 28(4) of O. Reg. 333/08;
    c. Failed to ensure that the contract of sale was signed by both parties and that a copy was provided to the purchaser, contrary to section 40(9)(a) of O. Reg. 333/08;
    d. Caused or permitted the Mazda to be registered into, and subsequently out of, FB's name without her knowledge or consent; and
    e. Sought to induce the withdrawal of a complaint made to OMVIC.

52. Puri, the Director of the Dealer, participated in, acquiesced to, or failed to take reasonable care to prevent the foregoing conduct, contrary to section 32(2) of the Act.

2020 Mazda CX-9 (VIN 1927) — Consumer MB

53. In or around September 2022, Husseini, whose registration as a salesperson under the Act had expired on October 19, 2020, offered to sell a vehicle to Consumer MB.

54. On or about September 21, 2022, MB completed a financing application and provided it to Husseini by email. Husseini forwarded financing correspondence concerning MB's transaction to Francesco Mazzulla, a salesperson registered to the Dealer. At all times, MB dealt only with Husseini: he never attended the Dealer's registered premises and never signed any documents.

55. The Dealer's bill of sale dated September 23, 2022, identified MB as the purchaser of a 2020 Mazda CX-9 (VIN 1927) at a selling price of $39,900, and identified Mazzulla as the salesperson. MB did not sign it.

56. The bill of sale recorded, as MB's trade-in, a Tesla Model 3 (VIN 9761), with a trade-in allowance of $60,000 and a lien payout of $70,662.89. MB has never owned a Tesla. The $10,662.89 by which the recorded lien payout exceeded the recorded allowance was charged to MB, producing a balance due on delivery of $42,931.35.

57. Unlike the Dealer's bill of sale, the copy that Husseini gave to MB recorded no trade-in. MB did not sign it.

58. The Dealer paid $70,356.48 by cheque to TD Auto Finance in respect of the Tesla Model 3 falsely recorded as MB's trade-in.

59. On October 6, 2022, the CX-9 was registered to MB.

60. On October 12, 2022, the Dealer issued a receipt recording $42,931.35 received from MB in respect of the CX-9.

61. On or about August 18, 2023, the Dealer sold MB's actual trade-in, a 2018 Mazda CX-5 (VIN 1191) to consumers. The bill of sale in the Dealer's records for that sale is likewise not signed by the purchasers.

62. On June 6, 2024, the day on which a search warrant was executed at the Dealer's premises, Husseini sent Puri an email with the subject line "payout," forwarding the September 21, 2022, financing correspondence concerning MB's transaction.

63. By the foregoing conduct, the Dealer and Puri:

    a. Allowed Husseini, who solicited MB and received his financing application to conduct trade of the CX-9 on the Dealer's behalf, and to act as the Dealer's representative on its wholesale purchase of MB's actual trade-in, contrary to section 4(3) of the Act;
    b. Traded in the CX-9 from a place other than the Dealer's registered place of business, contrary to section 28(4) of O. Reg. 333/08;
    c. Failed to ensure that the contracts of sale for the CX-9 and for the 2018 Mazda CX-5 (VIN 1191) were signed by both parties, contrary to section 40(9)(a) of O. Reg. 333/08; and,
    d. Created and maintained a bill of sale falsely recording, as MB's trade-in, a vehicle that MB did not own, paid out the lien on that vehicle, and charged the resulting negative equity of $10,662.89 to MB.

64. Puri, as the Director of the Dealer, participated in, acquiesced in, or failed to take reasonable care to prevent the foregoing conduct, contrary to section 32(2) of the Act.

2019 BMW X5 (VIN 2431) – Consumers SM and LM

65. In or around June 2024 Husseini arranged for Consumers SM and LM to pay $40,000.00 toward a 2019 BMW X5 (VIN 2431), which was registered into Consumer SM's name on or about August 2, 2024. Husseini subsequently took possession of the vehicle and, on or about December 5, 2024, it was transferred out of Consumer SM's name without her knowledge, consent, or any payment to her.

66. On or about December 4, 2024 - at a time when Consumer SM, and not Stouffville Honda, was the registered owner of the vehicle - Husseini represented to Stouffville Honda that he was purchasing the vehicle and that the Dealer would facilitate the financing of the purchase.

67. In these circumstances, the Dealer purchased the vehicle from Stouffville Honda for $42,940.00 and, on or about December 5, 2024, registered it into the Dealer's name, thereby acquiring and financing the vehicle by or for the benefit of Husseini, an unregistered person.

68. In doing so, the Dealer:

    a. Acquired and financed a motor vehicle by or for the benefit of Husseini, an

unregistered person, thereby facilitating a trade by an unregistered person, contrary to section 4(3) of the Act; and,

b. Purchased the vehicle from a party that, on the face of the applicable registration records, was not the vehicle's registered owner on the date of the transaction, and either failed to take reasonable steps to verify title or proceeded notwithstanding that the seller did not hold title.

69. Puri, as the Director of the Dealer and its directing mind, knew of or participated in the foregoing, or failed to take reasonable care to prevent it, contrary to section 32(2) of the Act.

2020 Infiniti XTR (VIN 6350) – Consumer SM

70. Further to paragraph 22 of the Notice of Further and Other Particulars dated May 27, 2026, on or about May 22, 2025, the Dealer registered a 2020 Infiniti XTR (VIN 6350) into its name.

71. Husseini advised Consumer SM that the Dealer would sell her the vehicle and that it would be credited against monies he owed her from the earlier 2019 BMW X5 matter.

72. The Dealer thereafter conducted the retail sale of its vehicle to Consumer SM entirely through Husseini and away from its registered premises.

73. On or about May 31, 2025, Husseini presented the Dealer's vehicle at SM’s residence for a test drive. On or about June 19, 2025, a bill of sale for the Dealer's vehicle was presented to and executed by Consumer SM at her residence and then taken away without a copy being left with her.

74. The vehicle was transferred from the Dealer's name into Consumer SM's name that same day. At no time did Consumer SM attend the Dealer's registered premises or deal with any registered salesperson of the Dealer.

75. On or about June 24, 2025, the vehicle was transferred out of Consumer SM's name and back into the Dealer's name and the licence plate was removed. Consumer SM never took delivery of the vehicle, and no monies were returned or credited to her. On or about June 26, 2025, the Dealer sold the vehicle to a third-party purchaser.

76. Puri has acknowledged the Dealer's involvement in the transaction. In or around late June and July 2025, Puri advised Consumer SM that he understood she was purchasing the vehicle and paying for it, that the Dealer had performed repairs to the vehicle at her request, and that Husseini had told him the customers had backed out of the purchase.

77. Puri further advised that Husseini owed him money. In doing so, Puri confirmed that a retail sale of the Dealer's vehicle to a consumer he had never met was carried out entirely through Husseini, that the Dealer acted on instructions relayed by Husseini.

78. In the circumstances, the Dealer:

a. Allowed Husseini to carry out the retail sale process for the Dealer's vehicle on its behalf - including the solicitation of the consumer, a test drive at a private residence, and the presentation and execution of the bill of sale - contrary to section 4(3) of the Act;

b. Traded in a motor vehicle from a place not authorized by its registration, contrary to section 28(4) of Ontario Regulation 333/08;
c. Failed to ensure that the contract of sale was properly executed and that a copy was delivered to the purchaser, contrary to section 40(9) of Ontario Regulation 333/08; and,
d. Failed to maintain records relating to the trade of the vehicle, contrary to section 53(1) of Ontario Regulation 333/08.

79. Puri, as the Director of the Dealer and its directing mind, knew of or participated in the foregoing, or failed to take reasonable care to prevent it, contrary to section 32(2) of the Act.

REQUEST FOR A HEARING

If you have previously requested a hearing by the Licence Appeal Tribunal in respect of the Notice of Proposal, issued December 19, 2025, you do not need to file an additional Notice of Appeal with the requisite fee, however if you dispute the particulars set out herein you are required to set out your reasons in writing, and forward to:

Licence Appeal Tribunal
Tribunals Ontario
General Services
15 Grosvenor Street, Ground Floor
Toronto, ON M7A 2G6
Email: LATRegistrar@ontario.ca

- AND TO -

Ontario Motor Vehicle Industry Council (OMVIC)
Registrar, *Motor Vehicle Dealers Act, 2002*
65 Overlea Blvd., Suite 300
Toronto, ON M4H 1P1
Email: Legal_Dept@omvic.on.ca

APPLICATION OF THE *STATUTORY POWERS PROCEDURE ACT*

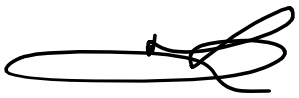
The *Statutory Powers Procedure Act*, R.S.O. 1990, Chapter S.22, as amended, applies to the hearing to be held by this Tribunal. A party to a proceeding may be represented by counsel or an agent.

The Registrar states that the good character, propriety of conduct or competence of the Applicant/Registrant shall be an issue in any hearing before the Tribunal and the Registrar has, therefore, furnished herein reasonable information of allegations with respect thereto.

FURTHER PARTICULARS/SUPPLEMENTAL NOTICE

The Registrar may provide further and other particulars in respect of any other matters herein or in respect to any other matter including further grounds for refusal/revocation of registration.

DATED at Toronto, this 4th day of August 2026.



Thaya Gengatharan,
Deputy Registrar
Acting as Registrar pursuant to s. 3(3) of the *Motor Vehicle Dealers Act, 2002*