
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 6)¹

Uxin Limited
(Name of Issuer)

Class A ordinary shares, par value \$0.0001 per share
(Title of Class of Securities)

91818X108**
(CUSIP Number)

David A. Sirignano
Morgan, Lewis & Bockius, LLP
1111 Pennsylvania Avenue, N.W.
Washington, DC 20004
(202) 738-5420

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

Ning Zhang
Morgan, Lewis & Bockius, LLP
Beijing Kerry Centre South Tower, Suite 823
No. 1 Guang Hua Road, Chaoyang District,
Beijing 100020, China

January 12, 2023
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

** This CUSIP number pertains to the Issuer's American Depositary Shares, each representing thirty Class A Ordinary Shares.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	NAMES OF REPORTING PERSONS. I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
	Astral Success Limited	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*	
	(a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS* (SEE INSTRUCTIONS)	
	OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)	
	<input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
	BVI	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 776,028,879 ²
	8	SHARED VOTING POWER
	9	SOLE DISPOSITIVE POWER 776,028,879
	10	SHARED DISPOSITIVE POWER
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 776,028,879	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)* <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 36.1% ³	
14	TYPE OF REPORTING PERSON* CO	

* SEE INSTRUCTION BEFORE FILLING OUT

² Represents 776,028,879 Class A Ordinary Shares of the Issuer that may be acquired upon conversion of 458,782,405 Senior Convertible Preferred Shares issued or issuable to Astral pursuant to the Subscription Agreement and upon exercise of the Warrant held by Astral, which is the sum of (i) 535,714,286 Class A Ordinary Shares that may be acquired upon conversion of 218,467,812 Senior Convertible Preferred Shares held by Astral reflecting the Anti-dilution Adjustment (see descriptions in item 2 below), and (ii) up to 240,314,593 Class A Ordinary Shares that may be acquired upon conversion of up to 240,314,593 Senior Convertible Preferred Shares that may be acquired upon exercise of the Warrant held by Astral.

³ The calculation assumes that there is a total of 2,147,556,675 Class A Ordinary Shares outstanding, which is the sum of the (i) 1,371,527,796 Class A Ordinary Shares outstanding (including 3,782,221 Class A Ordinary Shares issued to the Issuer's depository bank for bulk issuance of ADSs reserved for future issuances upon the exercise or vesting of awards granted under the Issuer's share incentive plan), and (ii) 776,028,879 Class A Ordinary Shares that may be acquired upon conversion of 458,782,405 Senior Convertible Preferred Shares issued or issuable to Astral pursuant to the Subscription Agreement and upon exercise of the Warrant held by Astral.

1	NAMES OF REPORTING PERSONS. I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
	Joy Capital Opportunity, L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*	
	(a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS* (SEE INSTRUCTIONS)	
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5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)	
	<input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
	Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
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	Joy Capital II, L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*	
	(a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
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	Joy Capital III, L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*	
	(a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS* (SEE INSTRUCTIONS)	
	OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)	
	<input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
	Cayman Islands	
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	Joy Capital III GP, L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*	
	(a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
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	(a) <input type="checkbox"/> (b) <input type="checkbox"/>	
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Item 1. Security and Issuer

This Amendment No. 6 to the statement on Schedule 13D (this "Amendment") relates to the Class A ordinary shares, par value US\$0.0001 per share (the "Class A Ordinary Shares"), of Uxin Limited, a company organized under the laws of the Cayman Islands (the "Issuer"), whose principal executive offices are located at 1-3/F, No. 12 Beitucheng East Road, Chaoyang District, Beijing 100029, the People's Republic of China.

This Amendment supplements and amends the statement on Schedule 13D, Schedule 13D Amendment No. 1, Schedule 13D Amendment No. 2, Schedule 13D Amendment No. 3, Schedule 13D Amendment No. 4 and Schedule 13D Amendment No. 5 filed on July 22, 2021, November 16, 2021, January 26, 2022, March 29, 2022, July 5, 2022 and August 2, 2022 respectively (as amended, the "Initial Statements"). Capitalized terms used in this Amendment, but not otherwise defined, have the meanings given to them in the Initial Statements.

Other than as amended by this Amendment, the disclosures in the Initial Statements are unchanged. Responses to each item of this Amendment are incorporated by reference into the responses to each other item, as applicable.

Item 2. Identity and Background

Item 2(a) of the Initial Statements is hereby amended by restating the following paragraph:

(a) Name of Person Filing

The Reporting Persons' beneficial ownership of the Class A Ordinary Shares reported as beneficially owned herein includes 535,714,286 Class A Ordinary Shares that may be acquired upon conversion of 218,467,812 Senior Convertible Preferred Shares held of record by Astral at a conversion price of \$0.14 per share reflecting the Anti-dilution Adjustment (as defined below). The Senior Convertible Preferred Shares were acquired by Astral at US\$0.3433 per share (equivalent to US\$1.03 per ADS) pursuant to a share subscription agreement with the Issuer and another investor affiliated with the NIO Capital investment management group ("NIO Capital", collectively with Astral, the "Investors" and each an "Investor") dated June 14, 2021 (as amended from time to time, the "Subscription Agreement"). The first closing ("First Closing") of the transactions contemplated under the Subscription Agreement occurred on July 12, 2021. The second closing ("Second Closing") of the transactions contemplated under the Subscription Agreement occurred in three tranches on November 15, 2021, March 25, 2022 and June 29, 2022 respectively. The Class A Ordinary Shares reported as beneficially owned herein also include up to 240,314,593 Class A Ordinary Shares that may be acquired upon conversion at US\$0.3433 per share of up to 240,314,593 Senior Convertible Preferred Shares that may be acquired upon exercise of the Warrant that was acquired by Astral at the First Closing pursuant to the Subscription Agreement and amended by the Amendment Agreement to the Warrant on January 12, 2023 to purchase the shares at \$0.3433 per share. On July 27, 2022, the Issuer issued 714,285,714 Senior Convertible Preferred Shares to NIO Capital at US\$0.14 (equivalent to US\$0.42 per ADS) pursuant to a share subscription agreement by and between the Issuer and NIO Capital dated June 30, 2022 (the "2022 Transaction"). The 2022 Transaction constitutes a Dilutive Issuance under the Amended and Restated Certificate of Designation of the Issuer dated July 27, 2022 (the "Certificate of Designation") in view of the lower issuance price of the Senior Convertible Preferred Shares than that of the Senior Convertible Preferred Shares issued pursuant to the Subscription Agreement, and therefore, the conversion price of each Senior Convertible Preferred Share outstanding immediately prior to the consummation of the 2022 Transaction held by Astral and any other investors (including all Senior Convertible Preferred Shares issued to Astral and any other investors pursuant to the Subscription Agreement) was reduced and adjusted to US\$0.14 with effect from July 27, 2022 by operation of and in accordance with the Certificate of Designation (the "Anti-dilution Adjustment").

Item 5. Interest in Securities of the Issuer

Item 5 (a-b) of the Initial Statements is hereby amended and restated with the following:

(a-b) The information in the cover pages of this Schedule 13D is incorporated by reference. The calculation of percentage ownership of the outstanding Class A Ordinary Shares is made pursuant to the requirements of Rule 13d-3(d)(1)(i) under the Exchange Act, which requires the assumption that Astral, but only Astral, has converted its Senior Convertible Preferred Shares and exercised its Warrant and assumes that there is currently a total of 1,371,527,796 Class A Ordinary Shares outstanding (including 3,782,221 Class A Ordinary Shares issued to the Issuer's depository bank for bulk issuance of ADSs reserved for future issuances upon the exercise or vesting of awards granted under the Issuer's share incentive plan).

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Item 6 of the Initial Statements is hereby amended and supplemented by adding the following to the end under the heading "Warrant":

Warrant

On January 12, 2023, the Issuer entered into an Amendment Agreement to the Warrant with Astral, pursuant to which the expiration date for the Warrant granted by the Issuer to Astral has been extended to January 12, 2024.

Item 7. Material to Be Filed as Exhibits

1. Amendment Agreement to the Warrant

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: January 19, 2023

Joy Capital Opportunity, L.P.

By: Joy Capital Opportunity GP, L.P.
Its: general partner

By: Joy Capital GP, Ltd.
Its: general partner

By: /s/ Erhai Liu
Erhai Liu, Director

Joy Capital Opportunity GP, L.P.

By: Joy Capital GP, Ltd.
Its: general partner

By: /s/ Erhai Liu
Erhai Liu, Director

Joy Capital II, L.P.

By: Joy Capital II GP, L.P.
Its: general partner

By: Joy Capital GP, Ltd.
Its: general partner

By: /s/ Erhai Liu
Erhai Liu, Director

Joy Capital II GP, L.P.

By: Joy Capital GP, Ltd.
Its: general partner

By: /s/ Erhai Liu
Erhai Liu, Director

Joy Capital III, L.P.

By: Joy Capital III GP, L.P.
Its: general partner

By: Joy Capital GP, Ltd.
Its: general partner

By: /s/ Erhai Liu
Erhai Liu, Director

Joy Capital III GP, L.P.

By: Joy Capital GP, Ltd.
Its: general partner

By: /s/ Erhai Liu
Erhai Liu, Director

Joy Capital GP, Ltd.

By: /s/ Erhai Liu
Erhai Liu, Director

Astral Success Limited

By: /s/ Erhai Liu
Erhai Liu, Director

**Attention: Intentional misstatements or omissions of fact constitute Federal criminal violations
(See 18 U.S.C. 1001)**

AMENDMENT AGREEMENT TO THE WARRANT

This AMENDMENT AGREEMENT TO THE WARRANT (this “**Amendment**”) is entered into on January 12, 2023 by and between:

A. Uxin Limited, a company organized under the laws of the Cayman Islands. (the “**Company**”); and

B. Astral Success Limited, a company limited by shares incorporated under the Laws of the British Virgin Islands (the “**Holder**”).

Each of the foregoing parties is referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS:

A. The Parties have entered into a Warrant on July 12, 2021 (the “**Warrant**”), pursuant to which, among other things, the Holder is entitled, subject to the provisions and upon the terms and conditions set forth therein, to purchase up to 240,314,593 Senior Convertible Preferred Shares at the aggregate Exercise Price of up to Eighty-Two Million and Five Hundred Thousand Dollars (\$82,500,000).

B. The Parties desire to amend certain terms and conditions of the Warrant by mutual agreement and in accordance with Section 8(a) of the Warrant to postpone the Expiration Date and to make such other amendments as set forth herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter set forth, the Parties hereto agree as follows:

1. **DEFINITIONS.** Except as otherwise expressly provided herein, capitalized terms used in this Amendment shall have the meanings given in the Warrant.
2. **INTEGRATION.** This Amendment shall be read as one with the Warrant and the Transaction Documents so that any reference in the Warrant to “this Warrant” and any reference in the other Transaction Documents to the “Warrant” and similar expressions shall include this Amendment. Any and all references in the other Transaction Documents to the “Warrant”, “thereof” and words of like import shall be deemed to refer to the Warrant (as amended hereby). This Amendment, the Warrant and the Transaction Documents represent the entire agreement between the Parties hereto in relation to the subject matter hereof and thereof.

3. **AMENDMENT.**

3.1. **Amendment.** With effect from (and including) the Effective Date, the Warrant shall be amended by mutual agreement and in accordance with Section 8(a) thereof on the terms set out below:

3.1.1. The following provision in Section 1(c) of the Warrant is hereby deleted in its entirety and replaced with the following:

“Exercise Period. This Warrant shall be exercisable, at the option of the Holder, at any time and from time to time on or prior to 5 p.m. (New York City time) of January 12, 2024) (the “Expiration Date”) for all or any part of the Shares (but not for a fraction of a Share) which may be purchased hereunder. Any portion of this Warrant not exercised prior to or on the Expiration Date shall be and become void and of no value and this Warrant shall be terminated and no longer outstanding immediately following the Expiration Date.”

4. **NO OTHER AMENDMENT.**

4.1. This Amendment shall be limited solely to the matters expressly set forth herein and shall not (i) constitute an amendment of any other term or condition of the Warrant or (ii) prejudice any right or rights which the Holder may now have or may have in the future under or in connection with the Warrant.

4.2. Except to the extent specifically amended herein, each of the respective provisions of the Warrant shall not be amended, modified, impaired or otherwise affected hereby, and the Warrant and the obligations thereunder are hereby confirmed in full force and effect.

5. **MISCELLANEOUS.**

5.1. **Effective Date.** Notwithstanding anything in this Amendment to the contrary, upon the due execution of this Amendment by the Parties, the Parties acknowledge, agree and confirm that this Amendment shall take effect from January 12, 2023 (the “Effective Date”).

5.2. **Governing Law.** This Amendment shall be governed in all respects by the laws of Hong Kong without regard to conflict of laws principles.

5.3. **Dispute Resolution.** Section 8(d) of the Warrant shall have effect in this Amendment as if incorporated herein *mutatis mutandis*.

5.4. **Counterparts.** This Amendment may be executed in one or more counterparts, including counterparts transmitted by facsimile or electronic transmission (via scanned PDF), each of which when so executed and delivered deemed an original, but all of which together shall constitute one and the same instrument. This Amendment may be executed by way of electronic signatures and this Amendment, or any part thereof, shall not be challenged or denied any legal effect, validity and/or enforceability solely on the ground that it is in the form of an electronic record. A facsimile or “PDF” signature shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the date first above written.

THE COMPANY:

UXIN LIMITED

By: /s/ Dai Kun

Name: Dai Kun (戴坤)

Title: Director

[Signature Page to the Amendment Agreement to the Warrant]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the date first above written.

THE HOLDER:

Astral Success Limited

By: /s/ Erhai Liu

Name: Erhai Liu

Title: Authorized Signatory

[Signature Page to the Amendment Agreement to the Warrant]