

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)

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

April 4, 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) Abundant Grace Investment 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 1,351,129,790 ²
	8	SHARED VOTING POWER
	9	SOLE DISPOSITIVE POWER 1,351,129,790
	10	SHARED DISPOSITIVE POWER
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,351,129,790	
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) 49.6% ³	
14	TYPE OF REPORTING PERSON* CO	

***SEE INSTRUCTION BEFORE FILLING OUT**

² Represents 1,351,129,790 Class A Ordinary Shares of the Issuer that may be acquired upon conversion of 1,097,332,611 Senior Convertible Preferred Shares issued or issuable to Abundant pursuant to the 2021 Subscription Agreement and the 2022 Subscription Agreement (each as described in Item 2 below) and upon exercise of the Warrant held by Abundant, which is the sum of (i) 428,571,429 Class A Ordinary Shares that may be acquired upon conversion of 174,774,250 Senior Convertible Preferred Shares held by Abundant reflecting the Anti-dilution Adjustment (as described in item 2 in Schedule 13D Amendment No. 5), (ii) up to 208,272,647 Class A Ordinary Shares that may be acquired upon conversion of up to 208,272,647 Senior Convertible Preferred Shares that may be acquired upon exercise of the Warrant held by Abundant; and (iii) 714,285,714 Class A Ordinary Shares that may be acquired upon conversion of 714,285,714 Senior Convertible Preferred Shares held by Abundant.

³ The calculation assumes that there is a total of 2,722,657,586 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) 1,351,129,790 Class A Ordinary Shares that may be acquired upon conversion of 1,097,332,611 Senior Convertible Preferred Shares issued or issuable to Abundant pursuant to the 2021 Subscription Agreement and the 2022 Subscription Agreement and upon exercise of the Warrant held by Abundant.

1	NAMES OF REPORTING PERSONS. I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) NBNW Investment 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
	8	SHARED VOTING POWER 1,351,129,790
	9	SOLE DISPOSITIVE POWER
	10	SHARED DISPOSITIVE POWER 1,351,129,790
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,351,129,790	
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) 49.6%	
14	TYPE OF REPORTING PERSON* CO	

*SEE INSTRUCTION BEFORE FILLING OUT

1	NAMES OF REPORTING PERSONS. I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) Eve One Fund 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	
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	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
	8	SHARED VOTING POWER 1,351,129,790
	9	SOLE DISPOSITIVE POWER
	10	SHARED DISPOSITIVE POWER 1,351,129,790
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,351,129,790	
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) 49.6%	
14	TYPE OF REPORTING PERSON* PN	

*SEE INSTRUCTION BEFORE FILLING OUT

1	NAMES OF REPORTING PERSONS. I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) Nio Capital II LLC	
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	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
	8	SHARED VOTING POWER 1,454,600,307 ⁴
	9	SOLE DISPOSITIVE POWER
	10	SHARED DISPOSITIVE POWER 1,454,600,307
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,454,600,307	
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) 51.5% ⁵	
14	TYPE OF REPORTING PERSON* CO	

***SEE INSTRUCTION BEFORE FILLING OUT**

⁴ Represents 1,454,600,307 Class A Ordinary Shares of the Issuer that may be acquired upon conversion of 1,158,503,599 Senior Convertible Preferred Shares issued or issuable to Abundant and Glory pursuant to the 2021 Subscription Agreement and the 2022 Subscription Agreement and upon exercise of the Warrants held by Abundant and Glory, which is the sum of (i) 428,571,429 Class A Ordinary Shares that may be acquired upon conversion of 174,774,250 Senior Convertible Preferred Shares held by Abundant reflecting the Anti-dilution Adjustment, (ii) 71,428,571 Class A Ordinary Shares that may be acquired upon conversion of 29,129,042 Senior Convertible Preferred Shares held by Glory reflecting the Anti-dilution Adjustment; (iii) up to 208,272,647 Class A Ordinary Shares that may be acquired upon conversion of up to 208,272,647 Senior Convertible Preferred Shares that may be acquired upon exercise of the Warrant held by Abundant, (iv) up to 32,041,946 Class A Ordinary Shares that may be acquired upon conversion of up to 32,041,946 Senior Convertible Preferred Shares that may be acquired upon exercise of the Warrant held by Glory; and (v) 714,285,714 Class A Ordinary Shares that may be acquired upon conversion of 714,285,714 Senior Convertible Preferred Shares held by Abundant.

⁵ The calculation assumes that there is a total of 2,826,128,104 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) 1,454,600,307 Class A Ordinary Shares that may be acquired upon conversion of 1,158,503,599 Senior Convertible Preferred Shares issued or issuable to Abundant and Glory pursuant to the 2021 Subscription Agreement and the 2022 Subscription Agreement and upon exercise of the Warrants held by Abundant and Glory.

1	NAMES OF REPORTING PERSONS. I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) Bin Li	
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 People's Republic of China	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
	8	SHARED VOTING POWER 1,454,600,307
	9	SOLE DISPOSITIVE POWER
	10	SHARED DISPOSITIVE POWER 1,454,600,307
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,454,600,307	
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) 51.5%	
14	TYPE OF REPORTING PERSON* IN	

*SEE INSTRUCTION BEFORE FILLING OUT

1	NAMES OF REPORTING PERSONS. I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) Abundant Glory Investment 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	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 103,470,517 ⁶
	8	SHARED VOTING POWER
	9	SOLE DISPOSITIVE POWER 103,470,517
	10	SHARED DISPOSITIVE POWER
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 103,470,517	
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) 7.0% ⁷	
14	TYPE OF REPORTING PERSON* PN	

*SEE INSTRUCTION BEFORE FILLING OUT

⁶ Represents 103,470,517 Class A Ordinary Shares of the Issuer that may be acquired upon conversion of 61,170,988 Senior Convertible Preferred Shares issued or issuable to Glory pursuant to the 2021 Subscription Agreement and upon exercise of the Warrant held by Glory, which is the sum of (i) 71,428,571 Class A Ordinary Shares that may be acquired upon conversion of 29,129,042 Senior Convertible Preferred Shares held by Glory reflecting the Anti-dilution Adjustment; and (ii) up to 32,041,946 Class A Ordinary Shares that may be acquired upon conversion of up to 32,041,946 Senior Convertible Preferred Shares that may be acquired upon exercise of the Warrant held by Glory.

⁷ The calculation assumes that there is a total of 1,474,998,314 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) 103,470,517 Class A Ordinary Shares that may be acquired upon conversion of 61,170,988 Senior Convertible Preferred Shares issued or issuable to Glory pursuant to the 2021 Subscription Agreement and upon exercise of the Warrant held by Glory.

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, July 7, 2022, August 2, 2022 and January 19, 2023 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 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 “2022 Subscription Agreement”:

2022 Subscription Agreement

On April 3, 2023, the Issuer and Abundant entered into a “Supplemental Agreement in connection with the Share Subscription Agreement” to amend the 2022 Subscription Agreement, pursuant to which the payment method of purchase price payable under the 2022 Subscription Agreement is revised to permit a combination of cash payment and cancellation of indebtedness of the Issuer to Abundant. Abundant has fulfilled its obligations to pay a portion of the remaining outstanding purchase price for its subscription of Senior Convertible Preferred Shares of the Issuer under the 2022 Subscription Agreement, based on further agreed-upon schedule. To date, Abundant has fulfilled its obligations to pay a total purchase price of \$80 million in U.S. dollars.

Item 7. Material to Be Filed as Exhibits

1. Supplemental Agreement in connection with the Share Subscription Agreement
-

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: April 7, 2023

NBNW Investment Limited

By: /s/ Bin Li
Bin Li, Director

Eve One Fund II L.P.

By: NIO CAPITAL II LLC
Its: general partner

By: /s/ Yan Zhu
Yan Zhu, Authorized Signatory

NIO CAPITAL II LLC

By: /s/ Yan Zhu
Yan Zhu, Authorized Signatory

Bin Li

By: /s/ Bin Li

Abundant Grace Investment Limited

By: /s/ Wei Mao
Wei Mao, Director

Abundant Glory Investment L.P.

By: NIO CAPITAL II LLC
Its: general partner

By: /s/ Yan Zhu
Yan Zhu, Authorized Signatory

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

SUPPLEMENTARY AGREEMENT
IN CONNECTION WITH
THE SHARE SUBSCRIPTION AGREEMENT

This SUPPLEMENTARY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “Supplementary Agreement”), dated April 4, 2023, is entered into by and between Uxin Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands (the “Company”), and Abundant Grace Investment Limited, a company limited by shares incorporated under the laws of the British Virgin Islands (“NIO Capital” or the “Investor”).

Both parties are collectively referred to herein as the “Parties” and individually as a “Party”.

W I T N E S S E T H:

WHEREAS, on June 30, 2022, the Company and NIO Capital entered into a share subscription agreement (the “Subscription Agreement”), pursuant to which, the Company allotted and issued to NIO Capital, and NIO Capital subscribed for from the Company, certain Senior Preferred Shares (as defined in the Subscription Agreement) of the Company on the terms and conditions therein.

NOW, THEREFORE, the Parties hereto agree to amend the Subscription Agreement, on the terms and conditions set out in this Supplementary Agreement as follows:

1. DEFINITIONS

Unless otherwise defined in this Supplementary Agreement or the context otherwise requires, all capitalized terms used in this Supplementary Agreement shall have the same meanings ascribed to them in the Subscription Agreement.

2. AMENDMENTS TO THE SUBSCRIPTION AGREEMENT

2.1 On and from the date of this Supplementary Agreement, each Party agrees that the Subscription Agreement shall be amended as follows:

(a) Section 2.05 of the Subscription Agreement shall be **deleted** and **replaced** with the following provision:

“Payment of Purchase Price. The Investor shall pay the remaining Purchase Price (being the total Purchase Price minus the amount paid to the Company pursuant to Section 2.03(a)(i)) in installments no later than June 30, 2023 in accordance with the Payment Schedule as set forth in SCHEDULE II, unless otherwise agreed in writing by the Investor and the Company, by (i) wire transfer of immediately available funds in U.S. dollars to the Designated Bank Account as set forth in EXHIBIT F, (ii) cancellation of the indebtedness of the Company to the Investor as mutually agreed by the Parties in writing, (iii) the combination of (i) and (ii), and/or (iv) any other methods mutually agreed by the Parties in writing permitted by the Applicable Laws, provided that the Investor’s investment obligations under this Agreement (including but not limited to its payment obligations under this Section 2.05) shall be automatically terminated upon the occurrence or existence of event or circumstance under item 7 as set forth in SCHEDULE VII, unless otherwise agreed by the Investor in writing, and provided further that the Investor shall have the sole discretion to determine whether to terminate its investment obligations under this Agreement (including but not limited to its payment obligations under this Section 2.05) upon the occurrence or existence of event or circumstance under item 8 as set forth in SCHEDULE VII. For the avoidance of doubt, the amount paid by the Investor to the Company pursuant to Section 2.03(a)(i) shall be deemed to have fully paid the par value of all the Senior Preferred Shares subscribed by the Investor pursuant to this Agreement.”

2.2 Immediately after the date of this Supplementary Agreement, references in the Subscription Agreement to any payment method of the remaining Purchase Price shall be treated as if such payment method has been adjusted as set forth in section 2.1(a) of this Supplementary Agreement.

2.3 The Company acknowledges that, as of the date of this Supplementary Agreement, it has received payment of the Purchase Price in the aggregate amount of US\$18,400,000 from the Investor pursuant to Section 2.05 of the Subscription Agreement, and that it has agreed to extend the payment schedule for the Purchase Price in the amount of US\$30,000,000 (US\$8,400,000 of which has been paid as of the date hereof) and US\$20,000,000 which was due in December of 2022 and March of 2023 respectively (as specified in SCHEDULE II of the Subscription Agreement) to April of 2023.

2.4 Except to the extent expressly amended and supplemented by this Supplementary Agreement, all terms and conditions of the Subscription Agreement shall remain unchanged and in full force and effect.

2.5 Effective from the date of this Supplementary Agreement, (i) this Supplementary Agreement and the Subscription Agreement shall be read and construed as one document; and (ii) references in the Subscription Agreement to “this Agreement”, “hereunder”, “herein” and like terms or to any provision of the Subscription Agreement shall be construed as a reference to the Subscription Agreement (as amended and supplemented by this Supplementary Agreement), or a provision of the Subscription Agreement (as amended and supplemented by this Supplementary Agreement), as applicable.

3. MISCELLANEOUS.

3.1 Incorporation by Reference. The Parties hereby agree that Section 9.01 (Notices), Section 9.02 (Severability), Section 9.04 (Counterparts), Section 9.06 (Descriptive Headings; Construction), Section 9.07 (Amendment), Section 9.08 (Governing Law) and Section 9.09 (Dispute Resolution) of the Subscription Agreement are incorporated herein by reference, *mutatis mutandis*.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Party hereto has caused its duly authorized representative to execute this Supplementary Agreement as of the date first above written.

Uxin Limited

By: /s/ Kun Dai

Name: Kun Dai (戴琨)

Title: Director

[Signature Page to Supplementary Agreement]

IN WITNESS WHEREOF, the Party hereto has caused its duly authorized representative to execute this Supplementary Agreement as of the date first above written.

Abundant Grace Investment Limited

By: /s/ Wei Mao
Name: Wei Mao
Title: Director

[Signature Page to Supplementary Agreement]
