

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

SCHEDULE 13D/A

Under the Securities Exchange Act of 1934
(Amendment No. 22)

China Cord Blood Corporation

(Name of Issuer)

Ordinary Shares, par value \$0.0001 per share

(Title of Class of Securities)

G21107100

(CUSIP Number)

**Yuen Kam
48th Floor, Bank of China Tower
1 Garden Road, Central
Hong Kong S.A.R.
(852) 3605-8180**

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

With a copy to:

**Paul Strecker, Esq.
Shearman & Sterling
12th Floor, Gloucester Tower
The Landmark
15 Queen's Road Central
Hong Kong
(852) 2978 8000**

October 31, 2016

(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 which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(b)(3) or (4), check the following box o.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

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).

CUSIP No. G21107100

13D/A

1	Name of Reporting Persons Golden Meditech Stem Cells (BVI) Company Limited
2	Check the Appropriate Box if a Member of a Group (a) <input type="radio"/> (b) <input checked="" type="radio"/>
3	SEC Use Only
4	Source of Funds (See Instructions) OO

5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)		0
6	Citizenship or Place of Organization British Virgin Islands		
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 78,874,106	
	8	Shared Voting Power 0	
	9	Sole Dispositive Power 78,874,106	
	10	Shared Dispositive Power 0	
11	Aggregate Amount Beneficially Owned by Each Reporting Person 78,874,106		
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)		0
13	Percent of Class Represented by Amount in Row (11) 65.4%		
14	Type of Reporting Person (See Instructions) CO		

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CUSIP No. G21107100

13D/A

1	Name of Reporting Persons Golden Meditech Holdings Limited		
2	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="radio"/> (b) <input checked="" type="radio"/>		
3	SEC Use Only		
4	Source of Funds (See Instructions) OO		
5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)		0
6	Citizenship or Place of Organization Cayman Islands		

Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 78,874,106	
	8	Shared Voting Power 0	
	9	Sole Dispositive Power 78,874,106	
	10	Shared Dispositive Power 0	
11	Aggregate Amount Beneficially Owned by Each Reporting Person 78,874,106		
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)		<input type="radio"/>
13	Percent of Class Represented by Amount in Row (11) 65.4%		
14	Type of Reporting Person (See Instructions) CO		

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CUSIP No. G21107100	13D/A	
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1	Name of Reporting Persons Bio Garden Inc.		
2	Check the Appropriate Box if a Member of a Group (a) <input type="radio"/> (b) <input checked="" type="checkbox"/>		
3	SEC Use Only		
4	Source of Funds (See Instructions) OO		
5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)		<input type="radio"/>
6	Citizenship or Place of Organization British Virgin Islands		
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 0	
	8	Shared Voting Power 29,736,465	
	9	Sole Dispositive Power	

		0
	10	Shared Dispositive Power 29,736,465

11	Aggregate Amount Beneficially Owned by Each Reporting Person 29,736,465
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) 0
13	Percent of Class Represented by Amount in Row (11) 24.7%
14	Type of Reporting Person (See Instructions) CO

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CUSIP No. G21107100 13D/A

1	Name of Reporting Persons Yuen Kam	
2	Check the Appropriate Box if a Member of a Group (a) <input type="radio"/> (b) <input checked="" type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds (See Instructions) OO	
5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) 0	
6	Citizenship or Place of Organization Hong Kong S.A.R.	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 0
	8	Shared Voting Power 29,772,843
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 29,772,843
11	Aggregate Amount Beneficially Owned by Each Reporting Person	

	29,772,843	
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)	o
13	Percent of Class Represented by Amount in Row (11) 24.7%	
14	Type of Reporting Person (See Instructions) IN	

This Amendment No. 22 is being filed jointly by Golden Meditech Stem Cells (BVI) Company Limited (“GM Stem Cells”), Golden Meditech Holdings Limited (“Golden Meditech”), Bio Garden Inc. and Yuen Kam.

This Amendment No. 22 amends and supplements the statement on Schedule 13D jointly filed with the Securities and Exchange Commission on July 9, 2009 by GM Stem Cells and Golden Meditech, as previously amended and supplemented by amendments to Schedule 13D filed on June 23, 2011, September 30, 2011, April 12, 2012, May 2, 2012, October 4, 2012, July 11, 2013, August 25, 2014, April 27, 2015, May 4, 2015, May 8, 2015, July 27, 2015, August 6, 2015, August 26, 2015, October 26, 2015, November 3, 2015, November 5, 2015, November 13, 2015, November 30, 2015, December 7, 2015, January 7, 2016 and September 1, 2016 (as so amended, the “Original Schedule 13D”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Original Schedule 13D.

Item 3. Source and Amount of Funds or Other Consideration.

Item 3 of the Original Schedule 13D is hereby amended and supplemented by adding the following at the end thereof:

Subsequent to the execution of the Earnest Money Agreement on September 1, 2016, Golden Meditech has been in discussions with Sanpower regarding the terms of the Alternative Proposal. Since the parties have not reached any agreement on the terms of the Alternative Proposal by October 31, 2016, Sanpower and Golden Meditech have entered into a supplementary agreement to the Earnest Money Agreement on October 31, 2016 (the “Supplementary Agreement”), pursuant to which the parties have agreed (i) to modify the circumstances under which the Earnest Money paid by Sanpower would be refunded to Sanpower and (ii) to extend the time period during which the parties will use their reasonable best efforts to reach agreement on the terms of the Alternative Proposal.

The description of the Supplementary Agreement in this Item 3 is qualified in its entirety by reference to the complete text of the English translation of such agreement, a copy of which is attached hereto as Exhibit 37, and is incorporated by reference in its entirety into this Item 3.

Item 4. Purpose of Transaction.

Item 4 of the Original Schedule 13D is hereby amended and supplemented by adding the following at the end thereof:

The description of the Supplementary Agreement in Item 3 is incorporated herein by reference in its entirety.

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

Item 6 of the Original Schedule 13D is hereby amended and supplemented by adding the following at the end thereof:

The description of the Supplementary Agreement in Item 3 is incorporated herein by reference in its entirety.

Item 7. Material to be Filed as Exhibits.

Item 7 of the Original Schedule 13D is hereby amended and supplemented by adding the following at the end thereof:

The following document is filed as an exhibit:

<u>Exhibit No.</u>	<u>Description</u>
Exhibit 37	Supplementary Agreement, dated as of October 31, 2016, by and between Sanpower and Golden Meditech.

SIGNATURE

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

Dated: October 31, 2016

By: /s/ Yuen Kam
Name: Yuen Kam
Title: Director

GOLDEN MEDITECH HOLDINGS LIMITED

By: /s/ Yuen Kam
Name: Yuen Kam
Title: Chairman and Chief Executive Officer

BIO GARDEN INC.

By: /s/ Yuen Kam
Name: Yuen Kam
Title: Director

YUEN KAM

/s/ Yuen Kam

Supplementary Agreement to Earnest Money Agreement

By and between

Sanpower Group Co., Ltd.,**And****Golden Meditech Holdings Limited**

Dated October 2016

1

This supplementary agreement (this “**Supplementary Agreement**”) is entered on October 31, 2016 (“**Execution Date**”) by and between

- (1) Sanpower Group Co., Ltd., a company established in the People’s Republic of China, the registration number of which is 320100000105241, with its registered office at 11th Floor, Tower A2, No. 18 Zhongshan East Road, Baixia District, Nanjing, the People’s Republic of China (“**Sanpower**”); and
- (2) Golden Meditech Holdings Limited, a corporation established and validly existing under the laws of Cayman Islands, and listed on the Stock Exchange of Hong Kong (stock code: 00801) (“**Golden Meditech**”).

Each of Sanpower and Golden Meditech is referred to as a “**Party**”, and collectively the “**Parties**”.

Whereas,

1. The Parties entered into the Earnest Money Agreement on September 1, 2016.
2. Following the execution of the Earnest Money Agreement, the Parties are and have been actively engaged in consultation with each other, and are now discussing the terms to the contract in connection with the Alternative Transaction Plan.

Therefore, the Parties hereby enter into this Supplementary Agreement with respect to the amendment of certain terms of this Agreement.

Chapter One Definitions

Article 1 Unless otherwise specified under this Supplementary Agreement, the following capitalized terms shall have the following meaning:

1. This “**Agreement**” shall refer to the Earnest Money Agreement entered into by the Parties on September 1, 2016.
2. This “**Supplementary Agreement**” shall refer to this Supplementary Agreement.

Article 2 Unless otherwise specified under this Supplementary Agreement, capitalized terms used herein but defined in this Agreement shall have the same meaning ascribed to them in this Agreement.

Chapter Two Amendments to Certain Terms

Article 3 Article 2 of this Agreement shall be amended as follows:

The Parties agree that by taking into account of the specific condition of the Alternative Transaction Plan, the earnest money may be converted into and form a part of the purchase price to be paid under the Alternative Transaction Plan in accordance with the method agreed by the Parties. The Parties acknowledge that in case (i) the Existing Transaction Plan comes into effect in accordance with the APA and is approved, or (ii) the Existing Transaction Plan is withdrawn and the Parties fail to enter into any legally binding purchase agreement with respect to the Alternative Transaction Plan within **four** months following the withdrawal of the Existing Transaction Plan (or any other period agreed by the Parties), or (iii) the purchase agreement with respect to the Alternative Transaction Plan has been entered into but the earnest money does not constitute a part of the purchase price under the Alternative Transaction Plan, Golden Meditech shall return the earnest money without any interest accrued thereon to Sanpower within six months following the occurrence of any of the above events, unless Sanpower agrees to postpone the refund in writing. The specific way of refund will be determined by the Parties separately.

2

Article 4 Article 4 of this Agreement shall be amended as follows:

The Parties agree to use their best reasonable efforts to cause a legally binding agreement with respect to the Alternative Transaction Plan to be executed within four months following the date of this Agreement (or any other period agreed by the Parties).

Article 5 The remaining provisions of this Agreement shall continue to be in effect.

Article 6 The execution of this Supplementary Agreement and the extension of the term agreed under the relevant provision shall in no way affect all and/or any interests of Golden Meditech under this Agreement.

Chapter Three Governing Law and Dispute Resolution

Article 7 This Agreement is governed by the laws of the People's Republic of China. The Parties agree to submit any and all disputes arising out of or in connection with this Agreement to China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration in Beijing in accordance with the arbitration rules of CIETAC then in effect.

Chapter Four Effectiveness of this Supplementary Agreement

Article 8 This Supplementary Agreement shall become effective upon execution and/or affixing corporate seal by each Party or each of the duly authorized representatives of the Parties.

[Remainder of page intentionally left blank]

Signature page to the Supplementary Agreement to Earnest Money Agreement

Sanpower Group Co., Ltd (corporate seal)

Signature/Seal: /s/ Yafei YUAN
Authorized representative: Yafei YUAN
Title: Chairman of the Board of Directors

Golden Meditech Holdings Limited (corporate seal)

Signature/Seal: /s/ Yuen KAM
Authorized representative: Yuen KAM
Title: Chairman of the Board of Directors