

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

SCHEDULE 13D/A

Under the Securities Exchange Act of 1934  
(Amendment No. 21)

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**China Cord Blood Corporation**

(Name of Issuer)

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**Ordinary Shares, par value \$0.0001 per share**

(Title of Class of Securities)

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**G21107100**

(CUSIP Number)

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

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

With a copy to:

**Paul Strecker, Esq.  
Shearman & Sterling  
12<sup>th</sup> Floor, Gloucester Tower  
The Landmark  
15 Queen's Road Central  
Hong Kong  
(852) 2978 8000  
September 1, 2016**

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(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 .

**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).

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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="checkbox"/> (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="checkbox"/>	
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) <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 65.4%	
14	Type of Reporting Person (See Instructions) CO	

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="checkbox"/> (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="checkbox"/>
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="checkbox"/>
13	Percent of Class Represented by Amount in Row (11) 65.4%	
14	Type of Reporting Person (See Instructions) CO	

1	Name of Reporting Persons Bio Garden Inc.	
2	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (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="checkbox"/>	
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) <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 24.7%	
14	Type of Reporting Person (See Instructions) CO	

1	Name of Reporting Persons Yuen Kam	
2	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (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="checkbox"/>	
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) <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 24.7%	
14	Type of Reporting Person (See Instructions) IN	

This Amendment No. 21 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. 21 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 and January 7, 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:

On August 29, 2016, Nanjing Xinjiekou published an announcement (the “Announcement”), announcing that (a) Nanjing Xinjiekou had decided to withdraw its application to the China Securities Regulatory Commission for the approval of its proposed acquisition of the GM Sale Shares, as contemplated by the GM Sale Agreement, due to the uncertainty arising from current regulatory policies regarding significant asset restructurings of listed companies in China, and (b) Nanjing Xinjiekou might participate in the acquisition of the Company in accordance with the relevant regulatory policies.

Subsequent to the Announcement, Golden Meditech held discussions with Nanjing Xinjiekou exploring alternative proposals (including but not limited to establishing an investment fund by Sanpower Group Co., Ltd. (“Sanpower”), substantial shareholder of Nanjing Xinjiekou, or affiliate of Sanpower) in relation to the acquisition of the GM Sale Shares (the “Alternative Proposal”). In consideration of Golden Meditech’s agreement to enter into discussions with Sanpower regarding the Alternative Proposal, Sanpower and Golden Meditech entered into an earnest money agreement on September 1, 2016 (the “Earnest Money Agreement”), pursuant to which (a) Sanpower would pay RMB300 million (or its equivalent in foreign currency) in cash (the “Earnest Money”) within 10 business days from the signing of the Earnest Money Agreement to Golden Meditech, (b) the Earnest Money may form part of the purchase price under the Alternative Proposal, (c) the Earnest Money may be refunded under certain circumstances as specified in the Earnest Money Agreement, (d) the parties will use their reasonable best efforts to enter into a definitive agreement regarding the Alternative Proposal within two months following the execution of the Earnest Money Agreement or such other period as the parties may agree, and (e) if the conditions precedent to the Alternative Proposal which Golden Meditech and/or GM Stem Cells are responsible for fulfilling have been satisfied but the Alternative Proposal does not come into effect or cannot be implemented or completed for reasons other than those resulting from force majeure events, Golden Meditech would not be obliged to refund the Earnest Money and any accrued interest.

The description of the Earnest Money 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 36, 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 Earnest Money 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 Earnest Money 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:

Exhibit No.	Description
Exhibit 36	Earnest Money Agreement, dated as of September 1, 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: September 1, 2016

GOLDEN MEDITECH STEM CELLS (BVI) COMPANY LIMITED

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

Confidential

English Translation of Chinese Original

**Earnest Money Agreement**

This earnest money agreement (this “**Agreement**”) is entered on September 1, 2016 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,**

- (A) Nanjing Xinjiekou Department Store Co., Ltd. (“**Nanjing Xinjiekou**”), a subsidiary of Sanpower, intends to fully acquire China Cord Blood Corporation (“**China Cord**”), a company listed on the New York Stock Exchange (stock code: CO) by share issuance and cash payment, and therefore entered into a share purchase agreement (“**SPA**”) and an agreement to purchase assets by share issuance and cash payment (“**APA**”), each dated January 6, 2016, with Golden Meditech and Golden Meditech Stem Cells (BVI) Company Limited (“**GMSC(BVI)**”), a wholly owned subsidiary of Golden Meditech, respectively. As of the date hereof, the transaction plan under the APA (the “**Existing Transaction Plan**”) has been submitted to China Securities Regulatory Commission for approval;
- (B) Due to recent change of policies, there is significant uncertainty existing with respect to the China Securities Regulatory Commission’s approval of the Existing Transaction Plan. To facilitate the transaction, the Parties are discussing an alternative transaction plan, including, without limitation, Sanpower or one of its affiliates to raise money and set up a fund to acquire the same subject matter under the APA (the “**Alternative Transaction Plan**”);
- (C) After consultation between the Parties, in consideration of Golden Meditech’s agreement to enter into negotiation with Sanpower in relation to the Alternative Transaction Plan, Sanpower agrees to pay an earnest money to Golden Meditech to ensure the smooth progress of the Existing Transaction Plan and the Alternative Transaction Plan (if applicable);

Therefore, the Parties agree as follows:

1. Sanpower shall pay an earnest money in the amount of RMB 300 million (or its equivalent in foreign currency) to Golden Meditech for proceeding with the negotiation of the Alternative Transaction Plan. Such amount shall be paid within ten business days following the date of this Agreement to a bank account designated by Golden Meditech. The specific method of payment, including without limitation, the currency and way of payment, will be determined by the Parties separately. Golden Meditech shall inform Sanpower of the bank account related information designated to receive the money in writing within at least three business days prior to the date of payment agreed by the Parties.



2. 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 [two] 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.
3. The Parties agree that if all the conditions precedent under the Alternative Transaction Plan which Golden Meditech and GMSC(BVI) are responsible to fulfil have been fulfilled but the Alternative Transaction Plan does not come into effect, cannot be implemented or completed otherwise than resulting from force majeure, Golden Meditech shall not be obliged to return the earnest money (including the interest accrued thereon), and any rights of Golden Meditech and GMSC(BVI) under the Alternative Transaction Plan shall not be affected.
4. 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 two months following the date of this Agreement (or any other period agreed by the Parties).
5. For the avoidance of doubt, Golden Meditech hereby states that the execution of this Agreement and its participation in the negotiation of the Alternative Transaction Plan do not constitute, indicate or imply that a waiver of the rights of GMSC(BVI) and/or Golden Meditech under the SPA or the APA, including any claims it may have against Nanjing Xinjiekou.
6. 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.

[Signature page follows]

**Signature page**

This Agreement is executed by each of the duly authorized representatives of the Parties on September 1, 2016.

**Sanpower Group Co., Ltd (corporate seal)**

Signature: /s/ Yafei YUAN

Name: Yafei YUAN

Title: Chairman of the Board of Directors

**Golden Meditech Holdings Limited (corporate seal)**

Signature: /s/ Yuen KAM

Name: Yuen KAM

Title: Director