

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

SCHEDULE 13D/A

Under the Securities Exchange Act of 1934
(Amendment No. 4)

China Cord Blood Corporation

(Name of Issuer)

Ordinary Shares, par value \$0.0001

(Title of Class of Securities)

G21107100

(CUSIP Number)

Jeremy Pinh Yee
Cordlife Group Limited
1 Yishun Industrial Street 1, A'Posh Bizhub, #06-01/09
Singapore 768160
Telephone: +65 6238-0808

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

With a copy to:

Shirin Tang
Morrison & Foerster LLP
50 Collyer Quay, #12-01 OUE Bayfront
Singapore 049321
Telephone: +65 6922-2000

October 30, 2015

(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(e), 13d-1(f) or 13d-1(g) 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 Rule 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).

1	Name of Reporting Person Cordlife Group 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 WC
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 Republic of Singapore
Number of Shares Beneficially Owned by Each Reporting Person With	7 Sole Voting Power 8,809,020 (1)
	8 Shared Voting Power 0
	9 Sole Dispositive Power 8,809,020 (1)
	10 Shared Dispositive Power 0
11	Aggregate Amount Beneficially Owned by Each Reporting Person 8,809,020
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>
13	Percent of Class Represented by Amount in Row (11) 10.8% (2)
14	Type of Reporting Person CO

(1) Assumes conversion in full of the 7% senior convertible note due 2017 held by Cordlife (as defined below).

(2) Based upon 73,003,248 Shares outstanding as of June 30, 2015, as disclosed in China Cord Blood Corporation's report filed on Form 6-K as of August 26, 2015. Assumes the issuance of an additional 8,809,020 Shares upon conversion in full of the 7% senior convertible note due 2017 held by Cordlife.

This amendment (this "Amendment") relates to the ordinary shares, par value \$0.0001 per share (the "Shares"), of China Cord Blood Corporation, a Cayman Islands corporation (the "Issuer"). The Issuer's principal executive office is located at 48th Floor, Bank of China Tower, 1 Garden Road, Central, Hong Kong S.A.R.

This Amendment is being filed to report the completion of the sale by Cordlife Group Limited ("Cordlife") to Golden Meditech Holdings Limited ("GM") of 7,314,015 Shares (the "Sale Shares"), pursuant to the Purchase Agreement (the "Purchase Agreement"), dated as of May 8, 2015, between Cordlife and GM.

This Amendment amends, with respect to Cordlife only, the Items set forth below of the Statement of Beneficial Ownership on Schedule 13D initially filed on August 25, 2014 with the Securities and Exchange Commission, as amended on October 17, 2014, November 10, 2014 and May 8, 2015 (the "Statement"), by supplementing the Statement with the information set forth herein.

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

Item 3 of the Statement is hereby amended and supplemented by the following:

The information set forth in Item 6 of the Statement and this Amendment is hereby incorporated by reference into this Item 3.

Pursuant to the Purchase Agreement and Letter Agreement (as defined below), the consideration Cordlife received from GM for the Sale Shares was \$46,809,696.00, and the consideration Cordlife expects to receive from GM for the 7% senior unsecured convertible note issued by the Issuer to Cordlife with an aggregate principal amount of \$25,000,000 (the "Cordlife Note") is \$61,677,033.56.

Item 4. Purpose of the Transaction.

Item 4 of the Statement is hereby amended and supplemented by the following:

The information set forth in Item 6 of this Amendment is hereby incorporated by reference into this Item 4.

Item 5. Interest in the Securities of the Issuer.

Item 5 of the Statement is hereby amended and supplemented by the following:

The information set forth in Item 6 of this Amendment is hereby incorporated by reference into this Item 5.

As of Cordlife's sale of the Sale Shares pursuant to the Purchase Agreement and Letter Agreement on October 30, 2015, Cordlife's beneficial ownership interest in the Issuer consists solely of the Cordlife Note, as described on the cover page of this Amendment. Upon Cordlife's disposition of the Cordlife Note on the Note Completion Date (as defined below), Cordlife expects to have no beneficial ownership interest in the Issuer.

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

Item 6 of the Statement is hereby amended and supplemented by the following:

All conditions to completion of the Purchase Agreement were fulfilled or waived as of October 15, 2015. Cordlife and GM have accordingly agreed that the Completion Date applicable both to the sale of (i) the Sale Shares and (ii) the Cordlife Note is October 30, 2015. The sale of the Sale Shares was completed on October 30, 2015.

At the request of GM, Cordlife and GM entered into a Letter Agreement (the "Letter Agreement"), dated as of October 29, 2015, in order to provide for completion of the sale of the Cordlife Note on a date no later than November 13, 2015 to be agreed between Cordlife and GM (the "Note Completion Date").

The above description of the Letter Agreement is qualified in its entirety by reference to the complete text of the Letter Agreement, a copy of which is included as Exhibit 99.12 and is incorporated by reference in its entirety into this Item 6.

Item 7. Material to be Filed as Exhibits.

Item 7 of the Statement is hereby amended and supplemented by the following:

The following document is filed as an exhibit:

99.12 Letter Agreement, dated as of October 29, 2015, between Cordlife and GM

SIGNATURE

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

Dated: November 2, 2015

CORDLIFE GROUP LIMITED

By: /s/ Jeremy Pinh Yee
Name: Jeremy Pinh Yee
Title: Chief Executive Officer

29 October 2015

Golden Meditech Holdings Limited
48th Floor, Bank of China Tower
1 Garden Road
Central
Hong Kong

Dear Sirs,

Purchase Agreement dated 8 May 2015 relating to the Sale Shares and Note (“the Purchase Agreement”)

We refer to the Purchase Agreement. Defined terms used in the Purchase Agreement are also used in this Letter Agreement.

In accordance with Clause 3.1 of the Purchase Agreement, the Parties have currently agreed that the Completion Date shall be Friday 30 October 2015.

At the request of the Purchaser, and in consideration of the continued performance by the Seller and the Purchaser of the Purchase Agreement, save to the extent expressly varied in this Letter Agreement (and without prejudice to Cordlife’s rights under the Purchase Agreement), we confirm our mutual agreement to the following:

1. The Completion Date for the sale and transfer of the Sale Shares (“**Share Completion Date**”) shall be and remain Friday 30 October 2015 and Completion for the Sale Shares shall take place at the Purchaser’s offices at 48th floor, Bank of China Tower, 1 Garden Road, Central, Hong Kong when the Parties shall undertake each of the actions set out in Clause 3.2 of the Purchase Agreement insofar as they relate to the sale and transfer of the Sale Shares. Without limitation, the Purchaser shall pay or cause its agent to pay the entire amount of the Share Purchase Price in accordance with Clause 3.2(a) of the Purchase Agreement and the Seller shall transfer the Sale Shares to the Purchaser in accordance with Clause 3.2(b) of the Purchase Agreement.
 2. Notwithstanding anything to the contrary in the Purchase Agreement (and subject to and conditional upon the Completion of the Sale Shares taking place on the Share Completion Date), there shall be a separate Completion for the sale and purchase of the Note with the Completion Date for the sale of the Note (“**Note Completion Date**”) being 13 November 2015 or such earlier date as both Parties may agree in writing. Completion of the sale and transfer of the Note shall take place on the Note Completion Date at the Purchaser’s offices at 48th floor, Bank of China Tower, 1 Garden Road, Central, Hong Kong when the Parties shall undertake each of the actions set out in Clause 3.2 of the Purchase Agreement insofar as they relate to the sale and transfer of the Note. Without limitation, the Purchaser shall pay or cause its agent to pay the entire amount of the Note Purchase Price in accordance with Clause 3.2(a) of the Purchase Agreement (which shall include interest accrued and unpaid as provided in Clause 2.3 of the Purchase Agreement up to the Note Completion Date) and the Seller shall deliver the new Note to the Purchaser in accordance with Clause 3.2(c) of the Purchase Agreement.
-

3. Notwithstanding the Parties' agreement on separate Completion Dates for the sale and transfer of the Sale Shares and the Note as set out in this Letter Agreement, the Parties' obligations under the Purchase Agreement shall remain as set out in the Purchase Agreement (save as amended herein) including, without limitation, obligations of the Parties intended to continue after Completion (which shall apply from the Share Completion Date for the Sale Shares, and the Note Completion Date for the Note) and the obligation of the Purchaser to pay the Additional Payment in accordance with Clause 5 of the Purchase Agreement.
4. In the event that the Purchaser fails to complete the purchase of the Note on the Note Completion Date then without prejudice to any other remedy available to the Seller under the Purchase Agreement or at law, the Seller shall have the right, by notice to the Purchaser, to terminate the Purchase Agreement insofar as it relates to the sale and purchase of the Note and to sell the Note to a third party, without liability to the Purchaser and without affecting any continuing obligations of the Purchaser under the Purchase Agreement insofar as they relate to the sale and transfer of the Sale Shares.

This Letter Agreement shall be governed by and construed in accordance with the laws of Hong Kong and the provisions of Clause 9 of the Purchase Agreement shall be incorporated by reference.

Please confirm your agreement to the contents of this Letter Agreement by signing and returning the enclosed duplicate no later than close of business of 29 October 2015, and pending return of which the terms of the Purchase Agreement and agreed Completion Date of 30 October 2015 for both the Sale Shares and Note shall continue in effect.

Yours faithfully,

/s/ Jeremy Pinh Yee
for and on behalf of
Cordlife Group Limited

We confirm our agreement to the contents of this Letter Agreement and the amendment to the Purchase Agreement effected thereby.

/s/ Yuen Kam
for and on behalf of
Golden Meditech Holdings Limited
