

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

SCHEDULE 13D/A

Under the Securities Exchange Act of 1934
(Amendment No. 27)

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**

November 14, 2017

(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).

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="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) 65.40%
14	Type of Reporting Person (See Instructions) CO

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="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) 65.40%	
14	Type of Reporting Person (See Instructions) CO	

CUSIP No. G21107100

13D/A

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) 24.66%	
14	Type of Reporting Person (See Instructions) CO	

CUSIP No. G21107100

13D/A

1	Name of Reporting Persons Magnum Opus 3 International Holdings 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 0
	8	Shared Voting Power 25,761,155
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 25,761,155
11	Aggregate Amount Beneficially Owned by Each Reporting Person 25,761,155	
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) 21.36%	
14	Type of Reporting Person (See Instructions) CO	

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="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 55,497,620
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 55,497,620
11	Aggregate Amount Beneficially Owned by Each Reporting Person 55,497,620	
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) 46.02%	
14	Type of Reporting Person (See Instructions) IN	

This Amendment No. 27 is being filed jointly by Golden Meditech Stem Cells (BVI) Company Limited (“GM Stem Cells”), Golden Meditech Holdings Limited (“Golden Meditech”), Bio Garden Inc. (“Bio Garden”), Magnum Opus 3 International Holdings Limited (“MO3”) and Yuen Kam (“Mr. Kam”). GM Stem Cells, Golden Meditech, Bio Garden, MO3 and Mr. Kam are collectively referred to as the “Reporting Persons”.

This Amendment No. 27 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, September 1, 2016, October 31, 2016, December 30, 2016, April 6, 2017, April 10, 2017 and April 13, 2017 (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 September 26, 2017, GM Stem Cells notified Nanjing Ying Peng in writing that the GM New Sale Agreement had come into effect pursuant to its terms and all conditions precedent to the consummation of the sale and purchase of the GM Shares had been satisfied or waived. On November 14, 2017, Golden Meditech, GM Stem Cells and Nanjing Ying Peng entered into a supplemental agreement to the GM New Sale Agreement (the “GM Supplemental Agreement”), pursuant to which the parties have agreed to (a) use their best efforts to complete the sale and purchase of the GM Shares on or prior to December 31, 2017, (b) extend the date of completion to January 31, 2018 if the completion fails to occur on or prior to December 31, 2017, in which case GM Stem Cells will be entitled to receive an additional payment of US\$10 million from Nanjing Ying Peng as the consideration for such extension, and (c) change the prescribed time period within which Nanjing Ying Peng should complete the Requisite Procedures.

The description of the GM Supplemental Agreement in this Item 3 is qualified in its entirety by reference to the complete text of the English translation of such document, a copy of which is attached hereto as Exhibit 54 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 GM Supplemental 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 GM Supplemental 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 54	Supplemental Agreement to the GM New Sale Agreement, dated as of November 14, 2017, by and among Golden Meditech, GM Stem Cells and Nanjing Ying Peng.

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: November 14, 2017

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

MAGNUM OPUS 3 INTERNATIONAL HOLDINGS LIMITED

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

YUEN KAM

/s/ Yuen Kam

Confidential

English Translation of Chinese Original

Supplemental Agreement to Share Purchase Agreement

In relation to

China Cord Blood Corporation

By and among

Nanjing Ying Peng Hui Kang Medical Industry Investment Partnership (limited partnership)

and

Golden Meditech Stem Cells (BVI) Company Limited

and

Golden Meditech Holdings Limited

Dated: November 14, 2017

This Supplemental Agreement to Share Purchase Agreement (this “**Supplemental Agreement**”) is made on November 14, 2017 (the “**Execution Date**”) by and among:

- (1) **Nanjing Ying Peng Hui Kang Medical Industry Investment Partnership** (limited partnership), a limited partnership established and validly existing under the laws of the PRC with its uniform social credit code being 91320100MA1MxB228T (the “**Purchaser**”);
- (2) **Golden Meditech Stem Cells (BVI) Company Limited**, a limited liability company established and validly existing under the laws of the British Virgin Islands (the “**Seller**”); and
- (3) **Golden Meditech Holdings Limited**, a limited liability company established and validly existing under the laws of the Cayman Islands, and the sole shareholder of the Seller (the “**Guarantor**”).

The parties hereto each individually a “**Party**” or such “**Party**”, and collectively the “**Parties**”; and with respect to each other a “**Party**” or the other “**Party**”.

Whereas,

- (A) The Purchaser, the Seller and the Guarantor entered into certain Share Purchase Agreement (the “**Prior Agreement**”) on December 30, 2016, pursuant to which the Parties reached agreements on the acquisition of the Target Assets (as defined in the Prior Agreement) by the Purchaser from the Seller.
- (B) The Seller sent a notice to the Purchaser on September 26, 2017, informing the Purchaser that the conditions for giving effect to the Prior Agreement had been satisfied, and the closing conditions had been satisfied (or had been waived), and the Seller and the Purchaser shall proceed with the Closing of the sale and purchase of the Target Assets.
- (C) In order to ensure a smooth consummation of the Closing of the Target Assets, the Purchaser, the Seller, and the Guarantor have agreed to amend certain provisions contained in the Prior Agreement after consultations.

NOW, THEREFORE, the Parties, upon consultations on an equal basis, hereby reached supplemental agreements as follows for mutual observance.

Article 1 The Purchaser undertakes to the Seller and the Guarantor that the Purchaser will use its best efforts to procure the sale and purchase of the Target Assets to be consummated prior to December 31, 2017. Accordingly, the Asset Closing Date as stipulated in Article 2.3(1) of the Prior Agreement shall be changed to December 31, 2017 or a date as otherwise mutually agreed by the Parties. “The twentieth (20th) Business Day following the Long Stop Date” as set forth in 2.4(5)a) of the Prior Agreement shall be changed to “December 31, 2017”.

The amended Article 2.3(1) shall be as follows:

“(1) Subject to this Agreement becoming effective in accordance with Section 7.2 and the continuous satisfaction or waiver of each of the Purchaser’s closing conditions as set forth in Section 3.2 and the Seller’s closing conditions as set forth in Section 3.3, the Asset Closing Date shall fall on December 31, 2017, or on a date as otherwise mutually agreed by the Parties.”

The amended Article 2.4(5)a) shall be as follows:

“if on or prior to December 31, 2017 the Purchaser has completed all the formalities required for outbound cross-border remittance of RMB or foreign exchange, the Purchaser and the Seller shall on or prior to the Asset Closing Date, sign and submit jointly to the Escrow Bank the documents for releasing the Escrow Money as required by the Escrow Agreement, so as to instruct the Escrow Bank to transfer the Escrow Money in full from the Golden Meditech Escrow Account to the Purchaser Escrow Account for it to be remitted abroad; or”

No amendment to the Prior Agreement by this Supplemental Agreement shall affect the rights and obligations of the Parties set forth in Article 2.4(4) of the Prior Agreement. Subject to the terms as set forth above, the Prior Agreement shall remain unchanged except as expressly amended hereby.

Article 2 If the Closing fails to occur on or prior to December 31, 2017, the Parties agree to postpone the Closing Date to January 31, 2018. As the consideration of the Seller's and the Guarantor's consents to such postponement, the Purchaser agrees to pay or cause a third party designated by the Purchaser to pay a compensation amount equal to US\$10 million (the "**Compensation Amount**"). The Purchaser shall ensure the Compensation Amount to be paid to an account designated by the Seller on the date where the Escrow Money is released in accordance with the Prior Agreement or a date otherwise agreed upon by the Purchaser and the Seller, but in any event no later than January 31, 2018.

Article 3 This Supplementary Agreement shall come into effect on the Execution Date.

Article 4 If the Purchaser and the Seller fail to perform the Prior Agreement, as amended by Article 1 of this Supplemental Agreement, a result of the operation of the Applicable Law (as defined in the Prior Agreement) or due to the practice of the HKEx (as defined in the Prior Agreement), such non-performance shall not be deemed a default, in which case the Seller and the Purchaser agree that neither Party shall bring a claim against the other Party, and further agree that the Purchaser and the Seller shall perform their respective obligations and exercise their respective rights under the Prior Agreement in accordance with the terms thereof, as if the Prior Agreement had not been amended by this Supplemental Agreement.

Article 5 This Supplementary Agreement shall be governed by the laws of the People's Republic of China, and the Parties agree that any dispute arising out of or in connection with this Supplemental Agreement shall be submitted to the China International Economic and Trade Arbitration Commission (the "**CIETAC**") for arbitration in Beijing in accordance with the arbitration rules of the CIETAC then in effect.

[Signature page follows]

(Signature Page to Supplemental Agreement to Share Purchase Agreement in relation to China Cord Blood Corporation)

Nanjing Ying Peng Hui Kang Medical Industry Investment Partnership (limited partnership) (Seal)

Legal Representative or Authorized Representative: /s/ Ping Xu

Date: November 14, 2017

Golden Meditech Stem Cells (BVI) Company Limited (Seal)

Authorized Representative: /s/ Yuen Kam

Date: Date: November 14, 2017

Golden Meditech Holdings Limited (Seal)

Authorized Representative: /s/ Yuen Kam

Date: November 14, 2017
