
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

Form 6-K

**REPORT OF FOREIGN PRIVATE ISSUER
PURSUANT TO RULE 13a-16 OR 15d-16 UNDER
THE SECURITIES EXCHANGE ACT OF 1934**

For the month of November 2018.

Commission File Number: 001-36403

IKANG HEALTHCARE GROUP, INC.

(Exact name of registrant as specified in its charter)

**B-6F, Shimao Tower
92A Jianguo Road
Chaoyang District, Beijing 100022
People's Republic of China**
(Address of principal executive office)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F.

Form 20-F Form 40-F

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1):

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7):

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

IKANG HEALTHCARE GROUP, INC.

Date: November 29, 2018

By: /s/ Yang Chen
Name: Yang Chen
Title: Chief Financial Officer

Exhibit Index

- 4.1 Amendment No. 5 to Rights Agreement, dated as of November 29, 2018, between iKang Healthcare Group, Inc. and American Stock Transfer & Trust Company, L.L.C., as Rights Agent.
- 99.1 Press release, dated November 29, 2018, issued by the Company

AMENDMENT NO. 5 TO RIGHTS AGREEMENT

AMENDMENT NO. 5 (this “Amendment”), dated as of November 29, 2018, to the Rights Agreement (the “Rights Agreement”), dated as of December 2, 2015 (as amended by Amendment No. 1 thereto dated as of November 28, 2016, Amendment No. 2 thereto dated as of November 29, 2017, Amendment No. 3 thereto dated as of March 26, 2018 and Amendment No. 4 thereto dated as of May 29, 2018), by and between iKang Healthcare Group, Inc., a company incorporated under the laws of the Cayman Islands (the “Company”), and American Stock Transfer & Trust Company, L.L.C., a New York limited liability trust company, as Rights Agent (the “Rights Agent”). All capitalized terms used but not defined in this Amendment shall have the meanings ascribed to such terms in the Rights Agreement.

WHEREAS, the Board of Directors desires to amend the Rights Agreement to extend the Expiration Time;

WHEREAS, pursuant to Section 5.4 of the Rights Agreement, the Company, with the approval or at the direction of the Special Committee, and the Rights Agent may, from time to time, supplement or amend the Rights Agreement in any respect prior to the Flip-In Date;

WHEREAS, the Flip-In Date has not occurred;

WHEREAS, the Special Committee has approved this Amendment; and

WHEREAS, pursuant to Section 5.4 of the Rights Agreement, the Company has delivered to the Rights Agent a certificate signed by Daqing Qi, an appropriate officer of the Company, certifying that this Amendment complies with the terms of the Rights Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual agreements set forth herein, the parties agree as follows:

1. Amendment of the Rights Agreement. The definition of “Expiration Time” in Section 1.1 of the Rights Agreement is hereby amended and restated in its entirety as follows:

“Expiration Time” shall mean the earliest of (i) the Exchange Time, (ii) the Redemption Time, (iii) the Close of Business on December 2, 2019, unless, for purposes of this clause (iii), extended by action of the Board of Directors (in which case the applicable time shall be the time to which it has been so extended), and (iv) immediately prior to the Effective Time (as defined in the Merger Agreement), but only if the Effective Time shall occur, of the Merger (as defined in the Merger Agreement).

2. Counterparts. This Amendment may be executed in any number of counterparts (including by facsimile, PDF or other electronic means) and each of such counterparts shall for all purposes be deemed an original, and all such counterparts shall together constitute but one and the same instrument.

3. Effectiveness. This Amendment shall be deemed effective as of the date first written above. Except as amended hereby, the Rights Agreement shall remain in full force and effect and shall be otherwise unaffected hereby. The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, constitute a waiver or amendment of any provision of the Rights Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first above written.

IKANG HEALTHCARE GROUP, INC.

By: /s/ Daqing Qi

Name: Daqing Qi

Title: Director

AMERICAN STOCK TRANSFER & TRUST COMPANY, L.L.C., as Rights Agent

By: /s/ Michael Nespoli

Name: Michael Nespoli

Title: Executive Director

[Signature Page to Amendment No. 5 to Rights Agreement]



iKang Healthcare Group, Inc. Extends Shareholder Rights Plan

BEIJING, November 29, 2018 (GLOBE NEWSWIRE) — iKang Healthcare Group, Inc. (“iKang” or the “Company”) (Nasdaq: KANG), announced today that its board of directors (the “Board of Directors”) has unanimously approved the extension of its Rights Agreement, presently scheduled to expire on December 2, 2018, for another year.

The Rights Agreement is designed to ensure that all shareholders of the Company receive fair and equal treatment in the event that an unsolicited attempt is made to acquire the Company outside of the process led by a special committee of independent directors of the Company (the “Special Committee”). The Board of Directors and the Special Committee have determined that it is advisable and in the best interests of the Company and its shareholders to extend the Rights Agreement for an additional year as the Special Committee and the Board of Directors are continuing to engage in discussions with IK Healthcare Investment Limited (“Parent”) and IK Healthcare Merger Limited (“Merger Sub”) in connection with the proposed merger (the “Merger”) pursuant to the agreement and plan of merger dated as of March 26, 2018, as amended pursuant to Amendment No. 1 thereto dated May 29, 2018 and Amendment No. 2 thereto dated as of September 25, 2018 (the “Merger Agreement”), by and among the Company, Parent and Merger Sub. As previously disclosed, the termination date under the Merger Agreement has passed. The Company cautions its shareholders and others considering trading its securities that there is no indication or assurance that Parent and Merger Sub will waive the closing condition related to dissenting shareholders in Section 7.02(e) of the Merger Agreement and proceed to consummate the Merger.

About iKang Healthcare Group, Inc.

iKang Healthcare Group, Inc. is one of the largest providers in China’s fast-growing private preventive healthcare space through its nationwide healthcare services network.

iKang’s nationwide integrated network of multi-brand self-owned medical centers and third-party facilities, provides comprehensive and high-quality preventive healthcare solutions across China, including medical examination, disease screening, outpatient service and other value-added services. iKang’s customer base primarily comprises corporate clients, who contract with iKang to deliver medical examination services to their employees and clients and receive these services at pre-agreed rates. iKang also directly markets its services to individual customers. In the fiscal first quarter ended June 30, 2018, iKang served a total of 1.68 million customer visits under both corporate and individual programs.

As of November 29, 2018, iKang has a nationwide network of 117 self-owned operating medical centers, covering 34 of China’s most affluent cities: Beijing, Shanghai, Guangzhou, Shenzhen, Chongqing, Tianjin, Nanjing, Suzhou, Hangzhou, Chengdu, Fuzhou, Jiangyin, Changzhou, Wuhan, Changsha, Yantai, Yinchuan, Weihai, Weifang, Shenyang, Xi’an, Wuhu, Guiyang, Ningbo, Foshan, Jinan, Bijie, Qingdao, Wuxi, Kaili, Mianyang, Zhenjiang and Guyuan, as well as Hong Kong. iKang has also extended its coverage to over 200 cities by contracting with over 400 third-party facilities, which include select independent medical examination centers and hospitals across all of China’s provinces, creating a nationwide network that allows iKang to serve its customers in markets where it does not operate its own medical centers.

Forward-looking statements

This press release contains forward-looking statements. These statements, including management quotes and business outlook, are made under the “safe harbor” provisions of the U.S. Private Securities Litigation Reform Act of 1995. These forward-looking statements can be identified by terminology such as “will,” “estimate,” “project,” “predict,” “believe,” “expect,” “anticipate,” “intend,” “potential,” “plan,” “goal” and similar statements. iKang may also make written or oral forward-looking statements in its periodic reports to the U.S. Securities and Exchange Commission, in its annual report to shareholders, in press releases and other written materials and in oral statements made by its officers, directors or employees to third parties. Such statements involve certain risks and uncertainties that could cause actual results to differ materially from those expressed or implied in the forward-looking statements. These forward-looking statements include, but are not limited to, statements about: the Company’s goals and strategies; its future business development, financial condition and results of operations; its ability to retain and grow its customer base and network of medical centers; the growth of, and trends in, the markets for its services in China; the demand for and market acceptance of its brand and services; competition in its industry in China; relevant government policies and regulations relating to the corporate structure, business and industry; fluctuations in general economic and business conditions in China. Further information regarding these and other risks is included in iKang’s filing with the Securities and Exchange Commission. iKang undertakes no duty to update any forward-looking statement as a result of new information, future events or otherwise, except as required under applicable law.

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