
**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 December 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 offices)

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.

By: /s/ YANG CHEN

Name: Yang Chen

Title: Chief Financial Officer

Date: December 14, 2018

Exhibit Index

Exhibit 99.1	Amendment No. 3 to the Agreement and Plan of Merger, dated as of December 14, 2018, by and among IK Healthcare Investment Limited, IK Healthcare Merger Limited and iKang Healthcare Group, Inc.
Exhibit 99.2	Press Release: iKang Enters into Amendment No. 3 to Merger Agreement for Going Private Transaction

AMENDMENT NO. 3 TO THE AGREEMENT AND PLAN OF MERGER

AMENDMENT NO. 3 TO THE AGREEMENT AND PLAN OF MERGER, dated as of December 14, 2018 (this "Amendment"), is entered by and among IK Healthcare Investment Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands ("Parent"), IK Healthcare Merger Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands and a wholly-owned subsidiary of Parent ("Merger Sub"), and iKang Healthcare Group, Inc., an exempted company with limited liability incorporated under the laws of the Cayman Islands (the "Company"). Each of Parent, Merger Sub and the Company is hereinafter referred to as a "Party" and collectively as the "Parties."

WHEREAS, the Parties entered into that certain Agreement and Plan of Merger, dated as of March 26, 2018 (as amended by Amendment No. 1 thereto dated as of May 29, 2018 and Amendment No. 2 thereto dated as of September 25, 2018, the "Original Agreement");

WHEREAS, Section 9.10 of the Original Agreement provides that the Original Agreement may be amended by the Parties by action taken (a) in the case of Parent and Merger Sub, by or on behalf of their respective boards of directors and (b) in the case of the Company, by or on behalf of the Company Board acting upon the recommendation of Special Committee, at any time prior to the Effective Time;

WHEREAS, the Special Committee has authorized, approved and recommended the execution and delivery of this Amendment by the Company, and the Company Board, acting upon the recommendation of the Special Committee, has authorized and approved the execution and delivery of this Amendment by the Company; and

WHEREAS, the board of directors of each of Parent and Merger Sub has (i) approved the execution, delivery and performance by Parent and Merger Sub, respectively, of this Amendment and (ii) declared it advisable for Parent and Merger Sub, respectively to enter into this Amendment, and Parent, as the sole shareholder of Merger Sub, has approved this Amendment in each case upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, the Parties agree to amend the Original Agreement as follows:

1. Definitions

Unless otherwise specifically defined herein, all capitalized terms used but not defined herein shall have the meanings ascribed to them under the Original Agreement.

2. Amendments to the Original Agreement

2.1 Section 1.02 of the Original Agreement is hereby deleted and replaced in its entirety to read as follows:

"Section 1.02 Closing: Closing Date. Unless otherwise mutually agreed in writing between the Company, Parent and Merger Sub, the closing for the Merger (the "Closing") shall take place at 10:00 a.m. (Beijing time) at the offices of Simpson Thacher & Bartlett, ICBC Tower, 35/F, 3 Garden Road, Central, Hong Kong, China, on or before January 18, 2019 or another date or time agreed in writing by Company and Parent (such date being the "Closing Date"); provided that the conditions set forth in Article VII shall be satisfied or, if permissible, waived prior to or as of the Closing Date in accordance with this Agreement."

2.2 Section 7.02(e) of the Original Agreement is hereby deleted and replaced in its entirety to read as follows:

“(e) Dissenting Shares. The number of Dissenting Shares shall represent no more than 15% of the outstanding Shares.”

2.3 The following paragraph is hereby inserted immediately after Section 7.02(e) of the Original Agreement as Section 7.02(f).

“(f) Since the date of this Agreement, there has not been promulgated any change of applicable Laws which remains in effect as of the Closing Date or will come into effect after the Closing Date that (i) requires the Group Companies to operate as a not-for-profit business or cease to engage in the health or medical examination business in the PRC (the “Business”) or otherwise requires the Business to be owned, operated and managed solely by public hospitals, (ii) generally prohibits the public offering and listing of equity securities of a company primarily engaged in the Business (including the Group Companies) and/or (iii) generally prohibits the acquisition of a company primarily engaged in the Business (including the Group Companies) by a company with publicly listed equity securities.”

2.4 Section 8.02(a) of the Original Agreement is hereby deleted and replaced in its entirety to read as follows:

“(a) the Merger shall not have been consummated on or before January 31, 2019 (the “Termination Date”); *provided* that if on such date, all of the conditions set forth in Article VII have been satisfied (other than those conditions that by their nature are only capable of being satisfied as of the Closing) or waived (where permissible under applicable Law), except for the conditions set forth in Section 7.01(b), then either Parent or the Company may, in its sole discretion, elect to extend the Termination Date once to April 30, 2019.”

2.5 The definition of “Excluded Shares” under Section 9.03(a) of the Original Agreement is hereby deleted and replaced in its entirety to read as follows:

““Excluded Shares” means, collectively, (i) any Shares held by Parent, the Company or any of their respective Subsidiaries; (ii) Shares issued to the Depository and reserved for the exercise of Company Options; (iii) the Rollover Shares; and (iv) any Shares held by shareholders who have validly exercised their rights to dissent from the Merger in accordance with Section 238 of the CICL and thereafter effectively withdrawn such rights to dissent pursuant to agreements entered into between such shareholders and Merger Sub prior to the Effective Time.”

3. Miscellaneous

3.1 No Further Amendment.

The Parties agree that all other provisions of the Original Agreement shall, subject to Section 2, continue unmodified, in full force and effect and constitute legal and binding obligations of the Parties in accordance with their terms. This Amendment forms an integral and inseparable part of the Original Agreement.

3.2 Representations and Warranties of the Company. The Company hereby represents and warrants to Parent and Merger Sub as of the date hereof that:

(a) The Company has the requisite corporate power and authority to execute and deliver this Amendment. The execution and delivery by the Company of this Amendment have been duly authorized by the Company Board and the Special Committee and no other corporate action on the part of the Company is necessary to authorize the execution and delivery by the Company of this Amendment.

(b) This Amendment has been duly and validly executed and delivered by the Company and, assuming the due authorization, execution and delivery by Parent and Merger Sub,

constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to the Bankruptcy and Equity Exception.

3.3 Representations and Warranties of Parent and Merger Sub. Parent and Merger Sub hereby jointly and severally represent and warrant to the Company as of the date hereof that:

(a) Each of Parent and Merger Sub has all necessary corporate power and authority to execute and deliver this Amendment and to perform its obligations hereunder. The execution and delivery of this Amendment by Parent and Merger Sub have been duly and validly authorized by all necessary corporate action, and no other corporate proceedings on the part of Parent or Merger Sub are necessary to authorize this Amendment.

(b) This Amendment has been duly and validly executed and delivered by Parent and Merger Sub and, assuming due authorization, execution and delivery by the Company, constitutes a legal, valid and binding obligation of each of Parent and Merger Sub, enforceable against each of Parent and Merger Sub in accordance with its terms, subject to the Bankruptcy and Equity Exception.

3.4 References.

All references to the Merger Agreement (including “hereof,” “herein,” “hereunder,” “hereby” and “this Agreement”) in the Original Agreement shall refer to the Merger Agreement as amended by this Amendment. Notwithstanding the foregoing, references to the date of the Merger Agreement (as amended hereby) and references in the Merger Agreement to “the date hereof,” “the date of this Agreement” and terms of similar import shall in all instances continue to refer to March 26, 2018.

3.5 Other Miscellaneous Terms.

The provisions of Article IX (General Provisions) of the Original Agreement shall apply *mutatis mutandis* to this Amendment, and to the Original Agreement as modified by this Amendment, taken together as a single agreement, reflecting the terms therein as modified by this Amendment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Parent, Merger Sub and the Company have caused this Amendment to be executed as of the date first written above by their respective officers or directors thereunto duly authorized.

IK HEALTHCARE INVESTMENT LIMITED

By: /s/ Huang Xin

Name: Huang Xin

Title: Director

[Signature Page to Amendment No. 3 to the Agreement and Plan of Merger]

IN WITNESS WHEREOF, Parent, Merger Sub and the Company have caused this Amendment to be executed as of the date first written above by their respective officers or directors thereunto duly authorized.

IK HEALTHCARE MERGER LIMITED

By: /s/ Huang Xin

Name: Huang Xin

Title: Director

[Signature Page to Amendment No. 3 to the Agreement and Plan of Merger]

IN WITNESS WHEREOF, Parent, Merger Sub and the Company have caused this Amendment to be executed as of the date first written above by their respective officers or directors thereunto duly authorized.

IKANG HEALTHCARE GROUP, INC.

By: /s/ Ruby Lu
Name: Ruby Lu
Title: Chairman, Special Committee of the Board of Directors

[Signature Page to Amendment No. 3 to the Agreement and Plan of Merger]



iKang Enters into Amendment No. 3 to Merger Agreement for Going Private Transaction

BEIJING, December 14, 2018 — iKang Healthcare Group, Inc. (“iKang” or the “Company”) (Nasdaq: KANG), a major provider in China’s fast growing private preventive healthcare services market, today announced that it has entered into an amendment No. 3 (“Amendment No. 3”) to amend its previously announced agreement and plan of merger, dated as of March 26, 2018 and amended pursuant to Amendment No. 1 thereto dated as of May 29, 2018 and Amendment No. 2 thereto dated as of September 25, 2018 (the “Merger Agreement” and, as amended by Amendment No. 3, the “Amended Merger Agreement”), by and among the Company, IK Healthcare Investment Limited (“Parent”) and IK Healthcare Merger Limited (“Merger Sub”).

As previously disclosed, either the Company or Parent has had the right to terminate the Merger Agreement since November 1, 2018 because the merger contemplated by the Merger Agreement (the “Merger”) had not been completed by October 31, 2018 (the “Termination Date”). Pursuant to Amendment No. 3, the parties have agreed to extend the Termination Date to January 31, 2019.

Amendment No. 3 also amends the closing condition in Section 7.02(e) of the Merger Agreement to provide that the obligations of Parent and Merger Sub to consummate the Merger and the other transactions contemplated by the Merger Agreement are subject to the condition that the number of shares held by shareholders who have validly exercised and not effectively withdrawn or lost their rights to dissent from the Merger in accordance with Section 238 of the Cayman Islands Companies Law, represents no more than 15% of the total outstanding shares of the Company. The Company has been informed by Parent and Merger Sub that a substantial majority of the dissenting shareholders have agreed to withdraw as dissenters and, accordingly, it is expected that the closing condition set forth in Section 7.02(e) of the Amended Merger Agreement will be satisfied.

In addition, Amendment No. 3 amends the Merger Agreement to (i) include an additional closing condition for the benefit of Parent and Merger Sub that there has been no change in applicable laws which imposes certain restrictions or prohibitions with respect to the Company’s business and operations and (ii) provide that shares held by shareholders who have validly exercised and effectively withdrawn their rights to dissent from the Merger pursuant to agreements entered into between such shareholders and Merger Sub, will be cancelled for no consideration under the Amended Merger Agreement upon the effective time of the Merger.

The parties currently expect to close the Merger in January 2019, subject to the satisfaction of the closing conditions set forth in the Amended Merger Agreement.

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 December 14, 2018, iKang has a nationwide network of 119 self-owned operating medical centers, covering 35 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, Guyuan and Liupanshui, 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: whether the Merger Agreement will be terminated; whether closing conditions for the Merger will be satisfied or waived; whether the Merger will be consummated; 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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