

**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 May 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 x Form 40-F o

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): o

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): o

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: May 29, 2018

2

Exhibit Index

Exhibit 4.1 — Amendment No. 4 to Rights Agreement, dated as of May 29, 2018, between iKang Healthcare Group, Inc. and American Stock Transfer & Trust Company, L.L.C., as Rights Agent.

Exhibit 99.1 — Amendment No. 1 to the Agreement and Plan of Merger, dated as of May 29, 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 to Merger Agreement for Going Private Transaction.

3

AMENDMENT NO. 4 TO RIGHTS AGREEMENT

AMENDMENT NO. 4 (this "Amendment"), dated as of May 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 and Amendment No. 3 thereto dated as of March 26, 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 as set forth herein;

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. Amendments to the Rights Agreement.

(a) The definition of "Acquiring Person" in Section 1(a) of the Rights Agreement is hereby amended by inserting the following as a new sentence at the end of such definition:

"Notwithstanding anything herein to the contrary, none of (a) IK Healthcare Investment Limited, an exempted limited company with limited liability incorporated under the laws of the Cayman Islands ("IK Healthcare"), (b) IK Healthcare Merger Limited, an exempted limited company with limited liability incorporated under the laws of the Cayman Islands and a wholly-owned subsidiary of IK Healthcare ("Merger Sub"), (c) IK Healthcare Holdings Limited, an exempted limited company with limited liability incorporated under the laws of the Cayman Islands ("Holdco") and (d) Taobao China Holding Limited, Yunfeng Fund III, L.P., Yunfeng Fund III Parallel Fund, L.P. and Boyu Capital Fund III, L.P.

(collectively, the "Sponsors"), or (d) Mr. Lee Ligang Zhang, Shanghai Med, Inc., Time Intelligent Finance Limited, Mr. Boquan He, and Top Fortune Win Ltd., (collectively, the "Rollover Shareholders"), nor any of their respective Affiliates or Associates, shall be deemed to be an "Acquiring Person" solely by reason of the execution, delivery or performance of the Agreement and Plan of Merger, dated as of March 26, 2018 and amended as of May 29, 2018, by and among IK Healthcare, Merger Sub and the Company (as the same may be amended from time to time in accordance with its terms, the "Merger Agreement"), or the consummation of the Merger (as defined in the Merger Agreement) or any other transactions contemplated thereby, including entry into or performance of the Support Agreement (as defined in the Merger Agreement and as amended as of May 29, 2018), the Interim Investors Agreement dated as of March 26, 2018 and amended as of May 29, 2018 by and among the Rollover Shareholders, the Sponsors, Holdco, Parent and Merger Sub, the Equity Commitment Letters (as defined in the Merger Agreement) or the Limited Guarantees (as defined in the Merger Agreement) (such actions described in this sentence, the "Permitted Events"); provided that (i) the exceptions contained in this sentence shall not apply in the event that (A) Mr. Lee Ligang Zhang, Shanghai Med, Inc., Time Intelligent Finance Limited and their respective Affiliates and Associates beneficially own, in aggregate, more than 6,497,015 Common Shares at any time prior to the Effective Time (as defined in the Merger Agreement) and/or (B) Mr. Boquan He, Top Fortune Win Ltd., and their respective Affiliates and Associates beneficially own, in aggregate, more than 4,935,406 Common Shares at any time prior to the Effective Time (as defined in the Merger Agreement) and (ii) this sentence and the exceptions contained herein shall automatically be of no further force and effect at and after such time as the Merger Agreement is terminated pursuant to Article VIII thereof."

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.

By: /s/ Daqing Qi
Title: Director

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

By: /s/ Michael A. Nespoli
Title: Executive Director

[Signature Page to Amendment No. 4 to Rights Agreement]

AMENDMENT NO. 1 TO THE AGREEMENT AND PLAN OF MERGER

AMENDMENT NO. 1 TO THE AGREEMENT AND PLAN OF MERGER, dated as of May 29, 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 (the "Original Agreement");

WHEREAS, on the date hereof, Boyu Capital Fund III, L.P. ("Boyu") is admitted as an Additional Investor (as defined under the Interim Investors Agreement) pursuant to Section 1.3 of the interim investors agreement dated as of March 26, 2018 by and among the Rollover Shareholders, the Parties, Yunfeng Fund III, L.P., Yunfeng Fund III Parallel Fund, L.P. and Taobao China Holding Limited ("Interim Investors Agreement") and is entering into an equity commitment letter with Parent to fund a portion of the Merger Consideration;

WHEREAS, the Parties desire to amend the Original Agreement so as to add Boyu as a Sponsor which will provide an equity commitment letter and a limited guarantee on the terms set forth herein;

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 The definition of "Confidentiality Agreements" in Section 9.03(a) of the Original Agreement is hereby deleted and replaced in its entirety to read as follows:

"Confidentiality Agreements" means the confidentiality agreement between the Company

and Yunfeng Capital dated as of June 11, 2016, as amended and supplemented by an addendum thereof among the Company, Yunfeng Capital, Alibaba Investment Limited and Boyu Capital Advisory Co. Limited dated as of March 12, 2018.

2.2 The definition of "Sponsors" in Section 9.03(a) of the Original Agreement is hereby deleted and replaced in its entirety to read as follows:

"Sponsors" means each of Yunfeng Fund III, L.P., Yunfeng Fund III Parallel Fund, L.P., Taobao China Holding Limited and Boyu Capital Fund III, L.P.

2.3 The definition of "Buyer Group Contracts" in Section 9.03(a) of the Original Agreement is hereby deleted and replaced in its entirety to read as follows:

"Buyer Group Contracts" means the Equity Commitment Letters, the Support Agreement, and the interim investors agreement, dated as of March 26, 2018, as amended as of May 29, 2018, by and among the Rollover Shareholders, the Sponsors, Holdo, Parent and Merger Sub.

2.4 Each reference in the Original Agreement to "Equity Commitment Letters" shall be deemed to include the equity commitment letter from Boyu dated May 29, 2018 which has been delivered by Parent to the Company, and each reference in the Original Agreement to "Limited Guarantees" shall be deemed to include the limited guarantee dated May 29, 2018 which has been delivered by Boyu to the Company. Each reference in the Original Agreement to "Equity Commitment Letters", "Limited Guarantees" or "Support Agreement" shall be deemed to refer to such documents as amended as of May 29, 2018.

2.5 Appendix I of the Original Agreement is hereby deleted and replaced in its entirety by Appendix I attached hereto.

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

2

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.

(c) The representations and warranties of Parent and Merger Sub set forth in Section 4.03(b), Section 4.05, Section 4.06, Section 4.07, Section 4.08, Section 4.09 and Section 4.10 of the Original Agreement are true and correct as of the date of this Amendment, after giving effect to the addition of Boyu as a Sponsor and the delivery by Boyu of its Equity Commitment Letter dated May 29, 2018 and its Limited Guarantee dated May 29, 2018.

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]

3

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 of Amendment No.1 to 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

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 Liu
 Name: Ruby Liu
 Title: Chairman, Special Committee of the Board of Directors

APPENDIX I

ROLLOVER SHAREHOLDERS AND ROLLOVER SHARES

Rollover Shareholder	Rollover Shares		
	Class A Shares	Class C Shares	ADSs
ShanghaiMed, Inc.	2,264,140 Class A Shares	Nil	1,256,820 ADSs
Time Intelligent Finance Limited	526,721 Class A Shares	805,100 Class C Shares	Nil
Boquan He	10,000 Class A Shares issuable upon exercise of fully vested options	Nil	Nil
Top Fortune Win Ltd.	4,448,575 Class A Shares	Nil	Nil

Note that (i) the number of Rollover Shares of ShanghaiMed, Inc., Time Intelligent Finance Limited or certain of their Affiliates may be increased in accordance with the Support Agreement by up to 1,772,644 Shares (including Shares underlying ADS and Company options), and (ii) the number of Rollover Shares of Mr. Boquan He or his Affiliates may be increased in accordance with the Support Agreement by up to 476,831 Shares (including Shares underlying ADS and Company options).



iKang Enters into Amendment to Merger Agreement for Going Private Transaction

BEIJING, May 29, 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 (the “Amendment”) to its previously announced Agreement and Plan of Merger dated as of March 26, 2018, by and among IK Healthcare Investment Limited, IK Healthcare Merger Limited and the Company (the “Merger Agreement” and, as amended by the Amendment, the “Amended Merger Agreement”).

Pursuant to the Amendment, Boyu Capital Fund III, L.P. will join the affiliates of Yunfeng Capital and Alibaba Group Holding Limited as a sponsor and provide equity financing for the transactions contemplated by the Amended Merger Agreement (the “Transactions”).

The Company also amended its currently effective shareholder rights plan to render it inapplicable to the Amended Merger Agreement and the Transactions.

Additional Information about the Merger

The Company will furnish to the SEC a report on Form 6-K which will include as an exhibit thereto the Amendment. The Company previously furnished to the SEC a report on Form 6-K regarding the transactions contemplated by the Merger Agreement, which included as an exhibit thereto the Merger Agreement. All parties desiring details regarding the Transactions, including the merger, are urged to review these documents, which will be available at the SEC’s website (<http://www.sec.gov>).

In connection with the proposed Transactions, including the merger, the Company will prepare and mail a proxy statement that will include a copy of the Merger Agreement and the Amendment to its shareholders. In addition, certain participants in the proposed Transactions will prepare and mail to the Company’s shareholders a Schedule 13E-3 transaction statement that will include the Company’s proxy statement. These documents will be filed with or furnished to the SEC. INVESTORS AND SHAREHOLDERS ARE URGED TO READ CAREFULLY AND IN THEIR ENTIRETY THESE MATERIALS AND OTHER MATERIALS FILED WITH OR FURNISHED TO THE SEC WHEN THEY BECOME AVAILABLE, AS THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT THE COMPANY, THE PROPOSED TRANSACTIONS, INCLUDING THE MERGER, AND RELATED MATTERS. In addition to receiving the proxy statement and Schedule 13E-3 transaction statement by mail, shareholders also will be able to obtain these documents, as well as other filings containing information about the Company, the proposed Transactions, including the merger, and related matters, without charge, from the SEC’s website (<http://www.sec.gov>) or at the SEC’s public reference room at 100 F Street, NE, Room 1580, Washington, D.C. 20549.

The Company and certain of its directors, executive officers and other members of management and employees may, under SEC rules, be deemed to be “participants” in the solicitation of proxies from its shareholders with respect to the proposed Transactions, including the merger. Information regarding the persons or entities who may be considered “participants” in the solicitation of proxies will be set forth in the proxy statement and Schedule 13E-3 transaction statement relating to the proposed

Transactions, including the merger, when it is filed with the SEC. Additional information regarding the interests of such potential participants will be included in the proxy statement and Schedule 13E-3 transaction statement and the other relevant documents filed with the SEC when they become available.

This announcement is neither a solicitation of proxy, an offer to purchase nor a solicitation of an offer to sell any securities and it is not a substitute for any proxy statement or other materials that may be filed with or furnished to the SEC should the proposed merger proceed.

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, dental 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 year ended March 31, 2017 and fiscal first nine months ended December 31, 2017, iKang served a total of 5.58 million and 5.64 million customer visits, respectively.

As of May 29, 2018, iKang has a nationwide network of 111 self-owned operating medical centers, covering 33 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 and Zhenjiang, 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 selected 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: how the Company's shareholders will vote at the meeting of shareholders; whether competing offers will be made; the expected timing of the completion of the merger; whether various closing conditions for the transaction will be satisfied or waived; iKang'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.

IR Contact:

iKang Healthcare Group, Inc.
Christy Xie
Director of Investor Relations
Tel: +86 10 5320 8599
Email: ir@ikang.com
Website: www.ikanggroup.com

FleishmanHillard
Email: ikang@fleishman.com
