

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

SCHEDULE 13D/A
Under Securities Exchange Act of 1934
(Amendment No. 12)*

iKang Healthcare Group, Inc.

(Name of Issuer)

Class A Common Shares, par value US\$0.01 per share**

(Title of Class of Securities)

45174L108***

(CUSIP Number)

**Mr. Lee Ligang Zhang
c/o iKang Healthcare Group, Inc.
B-6F Shimao Tower, 92A Jianguo Road
Chaoyang District
Beijing 100022
People's Republic of China
+86 10 5320 6688**

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

January 8, 2019

(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 that 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 o.

Note. Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule §240.13d-7(b) 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.

** Not for trading, but only in connection with the registration of American Depositary Shares each representing 1/2 Class A Common Share.

*** This CUSIP applies to the American Depositary Shares, each representing 1/2 Class A Common Share.

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 (the "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 Persons I.R.S. Identification Nos. of Above Persons (Entities Only) Lee Ligang Zhang	
2	Check the Appropriate Box if a Member of a Group	
	(a)	<input type="radio"/>
	(b)	<input type="radio"/>
3	SEC Use Only	
4	Source of Funds OO	
5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e) <input type="radio"/>	
6	Citizenship or Place of Organization People's Republic of China	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 0
	8	Shared Voting Power 0
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 0
11	Aggregate Amount Beneficially Owned by Each Reporting Person 0	
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="radio"/>	
13	Percent of Class Represented by Amount in Row (11) 0	
14	Type of Reporting Person IN	

1	Name of Reporting Persons I.R.S. Identification Nos. of Above Persons (Entities Only) Time Intelligent Finance Limited	
2	Check the Appropriate Box if a Member of a Group	
	(a)	<input type="radio"/>
	(b)	<input type="radio"/>
3	SEC Use Only	
4	Source of Funds OO	
5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e) <input type="radio"/>	
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 0
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 0
11	Aggregate Amount Beneficially Owned by Each Reporting Person 0	
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="radio"/>	
13	Percent of Class Represented by Amount in Row (11) 0	
14	Type of Reporting Person CO	

1	Name of Reporting Persons I.R.S. Identification Nos. of Above Persons (Entities Only) ShanghaiMed, Inc.	
2	Check the Appropriate Box if a Member of a Group	
	(a)	<input type="radio"/>
	(b)	<input type="radio"/>
3	SEC Use Only	
4	Source of Funds OO	
5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e) <input type="radio"/>	
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 0
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 0
11	Aggregate Amount Beneficially Owned by Each Reporting Person 0	
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="radio"/>	
13	Percent of Class Represented by Amount in Row (11) 0	
14	Type of Reporting Person CO	

1	Name of Reporting Persons I.R.S. Identification Nos. of Above Persons (Entities Only) TMF (Cayman) Ltd. as the Trustee of Zhang's Family Trust	
2	Check the Appropriate Box if a Member of a Group	
	(a)	<input type="radio"/>
	(b)	<input type="radio"/>
3	SEC Use Only	
4	Source of Funds OO	
5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e) <input type="radio"/>	
6	Citizenship or Place of Organization Cayman Islands	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 0
	8	Shared Voting Power 0
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 0
11	Aggregate Amount Beneficially Owned by Each Reporting Person 0	
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="radio"/>	
13	Percent of Class Represented by Amount in Row (11) 0	
14	Type of Reporting Person CO	

1	Name of Reporting Persons I.R.S. Identification Nos. of Above Persons (Entities Only) Time Evergreen Company Limited	
2	Check the Appropriate Box if a Member of a Group	
	(a)	<input type="radio"/>
	(b)	<input type="radio"/>
3	SEC Use Only	
4	Source of Funds OO	
5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e) <input type="radio"/>	
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 0
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 0
11	Aggregate Amount Beneficially Owned by Each Reporting Person 0	
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="radio"/>	
13	Percent of Class Represented by Amount in Row (11) 0	
14	Type of Reporting Person CO	

1	Name of Reporting Persons I.R.S. Identification Nos. of Above Persons (Entities Only) Time Evergreen Capital Investment, Inc.	
2	Check the Appropriate Box if a Member of a Group	
	(a)	<input type="radio"/>
	(b)	<input type="radio"/>
3	SEC Use Only	
4	Source of Funds OO	
5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e) <input type="radio"/>	
6	Citizenship or Place of Organization Cayman Islands	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 0
	8	Shared Voting Power 0
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 0
11	Aggregate Amount Beneficially Owned by Each Reporting Person 0	
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="radio"/>	
13	Percent of Class Represented by Amount in Row (11) 0	
14	Type of Reporting Person CO	

1	Name of Reporting Persons I.R.S. Identification Nos. of Above Persons (Entities Only) Time Partners L.P.	
2	Check the Appropriate Box if a Member of a Group	
	(a)	<input type="radio"/>
	(b)	<input type="radio"/>
3	SEC Use Only	
4	Source of Funds OO	
5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e) <input type="radio"/>	
6	Citizenship or Place of Organization Cayman Islands	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 0
	8	Shared Voting Power 0
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 0
11	Aggregate Amount Beneficially Owned by Each Reporting Person 0	
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="radio"/>	
13	Percent of Class Represented by Amount in Row (11) 0	
14	Type of Reporting Person PN	

Introductory Note

This Amendment No. 12 to Schedule 13D (this “**Amendment No. 12**”) amends and supplements the Schedule 13D filed jointly by the Reporting Persons with the Securities and Exchange Commission (the “**SEC**”) on September 9, 2015, as previously amended by Amendment No. 1 filed on January 5, 2016, Amendment No. 2 filed on June 7, 2016, Amendment No. 3 filed on August 25, 2017, Amendment No. 4 filed on December 1, 2017, Amendment No. 5 filed on March 28, 2018, Amendment No. 6 filed on March 28, 2018, Amendment No. 7 filed on April 24, 2018, Amendment No. 8 filed on June 4, 2018, Amendment No. 9 filed on September 4, 2018, Amendment No. 10 filed on September 27, 2018 and Amendment No. 11 filed on December 18, 2018, respectively (the “**Original Schedule 13D**”). Except as amended and supplemented herein, the information set forth in the Original Schedule 13D remains unchanged. Capitalized terms used herein have meanings as assigned thereto in the Original Schedule 13D unless defined herein.

Item 2. Identity and Background.

The first paragraph of Item 2 is hereby amended and restated in the entirety by the following:

This Amendment No. 12 is being filed jointly by (i) Mr. Lee Ligang Zhang, (ii) Time Intelligent Finance Limited, (iii) ShanghaiMed, Inc., (iv) TMF (Cayman) Ltd., (v) Time Evergreen Company Limited, (vi) Time Partners L.P. and (vii) Time Evergreen Capital Investment, Inc. (each, a “**Reporting Person**”; and collectively, the “**Reporting Persons**”). The agreement among the Reporting Persons relating to the joint filing of this Amendment No. 12 is attached hereto as Exhibit 7.30.

Item 2 is hereby amended and supplemented by adding the following before the last paragraph thereof:

Time Partners L.P. is a limited partnership registered under the laws of the Cayman Islands. Time Partners L.P. is an investment holding partnership controlled by Time Evergreen Capital Investment, Inc. The principal business address of Time Partners L.P. is c/o Vistra (Cayman) Limited, P.O. Box 31119 Grand Pavilion, Hibiscus Way, 802 West Bay Road, Grand Cayman, KY1-1205, Cayman Islands.

Time Evergreen Capital Investment, Inc. is a company incorporated under the laws of the Cayman Islands. Time Evergreen Capital Investment, Inc. is one of the general partners of Time Partners L.P. and wholly owned by Mr. Lee Ligang Zhang. The principal business address of Time Evergreen Capital Investment, Inc. is c/o Vistra (Cayman) Limited, P.O. Box 31119, Grand Pavilion, Hibiscus Way, 802 West Bay Road, Grand Cayman, KY1-1205, Cayman Islands.

Item 4 Purpose of Transaction

Item 4 is hereby amended and supplemented by adding the following:

On August 20, 2018, at an extraordinary general meeting of the shareholders of the Issuer, the shareholders of the Issuer authorized and approved the Merger Agreement, the plan of merger required to be filed with the Registrar of Companies of the Cayman Islands in connection with the Merger (the “**Plan of Merger**”), and the transactions contemplated by the Merger Agreement, including the Merger. On January 18, 2019, the Issuer and Merger Sub filed the Plan of Merger with the Registrar of Companies of the Cayman Islands, which was registered by the Registrar of Companies of the Cayman Islands as of January 18, 2019, pursuant to which the Merger became effective on January 18, 2019. As a result of the Merger, the Issuer became wholly owned by Parent.

At the effective time of the Merger, each Share (including Shares represented by ADSs) issued and outstanding immediately prior to the effective time of the Merger, other than (i) Shares held by Parent, the Issuer or any of their respective subsidiaries, (ii) Shares issued to the depositary of the Issuer’s ADS program and reserved for the exercise of the options (“**Company Options**”) granted under the Issuer’s share incentive plans (the “**Share Incentive Plans**”), (iii) Shares beneficially owned by Mr. Lee Ligang Zhang and Mr. Boquan He which are rolled over in the transaction, (iv) Shares held by shareholders who have validly exercised their rights to dissent from the Merger in accordance with Section 238 of the Companies Law of the Cayman Islands and thereafter effectively withdrawn such rights to dissent pursuant to agreements entered into between such shareholders and Merger Sub prior to the effective time of the Merger, and (v) Shares held by shareholders who have validly exercised and not effectively withdrawn or lost their rights to dissent (Shares described under (i) through (v) above are collectively referred to herein as the “**Excluded or Dissenting Shares**”) has been cancelled in exchange for the right to receive US\$41.20 in cash per Share and each of the Issuer’s ADSs (other than any ADS that represents the Excluded or Dissenting Shares) issued and outstanding immediately prior to the effective time of the Merger has been cancelled in exchange for the right to receive US\$20.60 in cash per ADS, in each case without interest and net of any applicable withholding taxes.

In addition to the foregoing, at the effective time of the Merger, the Issuer terminated the Share Incentive Plans and all relevant award agreements entered into under the Share Incentive Plans, and cancelled all Company Options under the Share Incentive Plans that were then outstanding and unexercised, whether or not vested or exercisable. As soon as practicable after the effective time of the Merger, each former holder of a Company Option that was cancelled at the effective time of the Merger will have the right to receive an amount in cash equal to the product of (i) the excess, if any, of US\$41.20 over the applicable per share exercise price of such Company Option and (ii) the number of Shares underlying such Company Option, except that Company Options to purchase 500,000 Class A Shares held by Mr. Lee Ligang Zhang and Company Options to purchase 250,000 Class A Shares held by Ms. Feiyan Huang was cancelled for no consideration.

As a result of the Merger, the ADSs will no longer be listed on any securities exchange or quotation system, including the Nasdaq Global Select Market, and the Issuer will cease to be a publicly traded company. In addition, ninety (90) days after the filing of the Form 25 in connection with the completion of the Merger or such shorter period as may be determined by the SEC, registration of the ADSs under the Securities Exchange Act of 1934, as amended, will be terminated.

As a result of these transactions, the Reporting Persons no longer beneficially own any Shares.

Item 5 Interest in Securities of the Issuer

The last paragraph of Item 5 is hereby amended and restated in its entirety by the following:

By virtue of their relationship and actions in respect of the Merger as described herein, the Reporting Persons may be deemed to constitute a “group” with the other direct or indirect shareholders, members, partners or equity holders of Parent (“**Buyer Group**”), any other partner in Time Partners L.P., and/or their respective affiliates within the meaning of Rule 13d-5(b) under the Exchange Act of 1934. As a member of a group, each Reporting Person may be deemed to beneficially own the Shares beneficially owned by the members of the group as a whole. However, the Reporting Persons expressly disclaim any beneficial ownership of such shares held by the other members of the Buyer Group, any other partner in Time Partners L.P., and/or their respective affiliates, other than those beneficially owned by the Reporting Persons which are the subject of this Amendment No. 12. Neither the filing of this Schedule 13D nor any of its contents shall be deemed to constitute an admission by the Reporting Persons that they are the beneficial owners of any Shares as may be beneficially owned by the other members of the Buyer Group, any other partner in Time Partners L.P., and/or their respective affiliates (other than those beneficially owned by the Reporting Persons which are the subject of this Amendment No. 12) for purposes of Section 13(d) of the Exchange Act of 1934 or for any other purpose. The Reporting Persons are only responsible for the information contained in this Amendment No. 12 and assume no responsibility for information contained in any other Schedule 13D (or any amendment thereto) filed by the other members of the Buyer Group, any other partner in Time Partners L.P., and/or their respective affiliates.

Immediately after the Merger became effective on January 18, 2019, the Reporting Persons no longer beneficially own any Shares or have any voting power or dispositive power over any Shares.

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:

On January 8, 2019, Time Partners L.P. entered into a share purchase agreement (the “**Share Purchase Agreement**”) with Gold Partner Consultants Limited (“**Gold Partner**”), pursuant to which 775,730 ADSs held by Gold Partner shall be converted into 387,865 Class A Common Shares and transferred to Time Partners L.P. at a price of \$41.20 per share (the “**Share Transfer**”). The Share Transfer took effect on January 11, 2019.

As previously disclosed by the Reporting Persons (excluding Time Partners L.P. and Time Evergreen Capital Investment, Inc.) in Amendment No. 4 to their report on Schedule 13D filed on December 1, 2017 (the “**Amendment No. 4**”), on November 19, 2017, ShanghaiMed, Inc. (“**ShanghaiMed**”) entered into a share pledge contract (the “**AVIC Share Pledge Contract**”) with AVIC Trust Co., Ltd. (“**AVIC Trust**”), pursuant to which ShanghaiMed agreed to pledge 645,333 Class A Common Shares to AVIC Trust in order to secure the obligations under a loan agreement dated November 19, 2017 by and between Ligang Capital Investment (Shenzhen) Co., Ltd. and AVIC Trust. Pursuant to, among other documents, a notice of release of pledge issued by AVIC Trust to the Issuer on January 16, 2019 (the “**Release Notice**”), the pledge over all such 645,333 Class A Common Shares was released.

As previously disclosed by the Reporting Persons (excluding Time Partners L.P. and Time Evergreen Capital Investment, Inc.) in Amendment No. 5 to their report on Schedule 13D filed on March 28, 2018 (the “**Amendment No. 5**”), on March 26, 2018, pursuant to an Addendum to the Credit Agreement and the General Pledge and Assignment Agreement dated March 22, 2017 (the “**BJB Addendum**”), ShanghaiMed deposited and pledged 1,256,820 ADSs (representing 628,410 Class A Common Shares) to Bank Julius Baer & Co. Ltd. (the “**Bank**”) in order to secure a credit limit granted by the Bank. As confirmed by the Bank, on January 9, 2019, the pledge over all such 1,256,820 ADSs was released.

As previously disclosed by the Reporting Persons in Amendment No. 9 to their report on Schedule 13D filed on September 4, 2018 (the “**Amendment No. 9**”), on August 24, 2018, ShanghaiMed entered into an equitable share mortgage with Gopher Global Credit Fund II (“**Gopher**”; such share mortgage, “**Gopher Share Mortgage**”), pursuant to which ShanghaiMed agreed to mortgage 792,317 Class A Common Shares to Gopher in order to secure ShanghaiMed’s obligations under a Facility Agreement entered into by and between ShanghaiMed and Gopher on August 24, 2018. Pursuant to a deed of release dated January 18, 2019 by Gopher in favor of ShanghaiMed (the “**Deed of Release**”), the mortgage over all such 792,317 Class A Common Shares was released.

References to the Share Purchase Agreement, the AVIC Share Pledge Contract, the Release Notice, the BJB Addendum, the Gopher Share Mortgage and the Deed of Release are qualified in their entirety by reference to the Share Purchase Agreement, the AVIC Share Pledge Contract, the Release Notice, the BJB Addendum, the Gopher Share Mortgage, and the Deed of Release themselves, which are, respectively: (i) attached to this Amendment No. 12 as Exhibit 7.31, (ii) attached to Amendment No. 4 as Exhibit 7.11, (iii) attached to this Amendment No. 12 as Exhibit 7.33, (iv) attached to Amendment No. 5 as Exhibit 7.13, (v) attached to Amendment No. 9 as Exhibit 7.27, and (vi) attached to this Amendment No. 12 as Exhibit 7.32, and are incorporated by reference as if set forth in their 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:

Exhibit	Description
7.30	Agreement of Joint Filing by Mr. Lee Ligang Zhang, Time Intelligent Finance Limited, ShanghaiMed, Inc., TMF (Cayman) Ltd., Time Evergreen Company Limited, Time Partners L.P. and Time Evergreen Capital Investment, Inc.
7.31	Share Purchase Agreement, dated as of January 8, 2019, by and between Time Partners L.P. and Gold Partner Consultants Limited
7.32	Deed of Release, dated January 18, 2019, by Gopher Global Credit Fund II and in favor of ShanghaiMed, Inc.
7.33	Notice of Release of Pledge, dated January 16, 2019, by AVIC Trust Co., Ltd.

* * * * *

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: January 24, 2019

LEE LIGANG ZHANG

By: /s/ LEE LIGANG ZHANG
Name: Lee Ligang Zhang

TIME INTELLIGENT FINANCE LIMITED

By: /s/ LEE LIGANG ZHANG
Name: Lee Ligang Zhang
Title: Director

SHANGHAIMED, INC.

By: /s/ LEE LIGANG ZHANG
Name: Lee Ligang Zhang
Title: Director

TMF (CAYMAN) LTD.

By: /s/ YEU CHI FAI, LIU KIN WAI
Name: Yeu Chi Fai, Liu Kin Wai
Title: Authorized Signatories

TIME EVERGREEN COMPANY LIMITED

By: /s/ S.B. VANWALL LTD.
Name: S.B. Vanwall Ltd.
Title: Director

TIME EVERGREEN CAPITAL INVESTMENT, INC.

By: /s/ LIGANG ZHANG
Name: Ligang Zhang
Title: Authorized Signatory

TIME PARTNERS L.P.

By: Time Evergreen Capital Investment, Inc., its general partner

By: /s/ LIGANG ZHANG

Name: Ligang Zhang

Title: Authorized Signatory

By: CTS Capital Co. Ltd, its general partner

By: /s/ SONG ZHANG

Name: Song Zhang

Title: Authorized Signatory

INDEX TO EXHIBITS

Exhibit	Description
7.30	Agreement of Joint Filing by Mr. Lee Ligang Zhang, Time Intelligent Finance Limited, ShanghaiMed, Inc., TMF (Cayman) Ltd., Time Evergreen Company Limited, Time Partners L.P. and Time Evergreen Capital Investment, Inc.
7.31	Share Purchase Agreement, dated as of January 8, 2019, by and between Time Partners L.P. and Gold Partner Consultants Limited
7.32	Deed of Release, dated January 18, 2019, by Gopher Global Credit Fund II and in favor of ShanghaiMed, Inc.
7.33	Notice of Release of Pledge, dated January 16, 2019, by AVIC Trust Co., Ltd.

AGREEMENT OF JOINT FILING

In accordance with Rule 13d-1(k) promulgated under the Securities Exchange Act of 1934, as amended, the undersigned hereby agree to the joint filing with all other Reporting Persons (as such term is defined in the Schedule 13D referred to below) on behalf of each of them of a statement on Schedule 13D (including amendments thereto) with respect to the common shares, par value US\$0.01 per share, of iKang Healthcare Group, Inc., a Cayman Islands company, and that this Agreement may be included as an Exhibit to such joint filing. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned hereby execute this Agreement as of January 24, 2019.

LEE LIGANG ZHANG

By: /s/ LEE LIGANG ZHANG

Name: Lee Ligang Zhang

TIME INTELLIGENT FINANCE LIMITED

By: /s/ LEE LIGANG ZHANG

Name: Lee Ligang Zhang

Title: Director

SHANGHAIMED, INC.

By: /s/ LEE LIGANG ZHANG

Name: Lee Ligang Zhang

Title: Director

TMF (CAYMAN) LTD.

By: /s/ YEU CHI FAI, LIU KIN WAI

Name: Yeu Chi Fai, Liu Kin Wai

Title: Authorized Signatories

TIME EVERGREEN COMPANY LIMITED

By: /s/ S.B. VANWALL LTD.

Name: S.B. Vanwall Ltd.

Title: Director

TIME EVERGREEN CAPITAL INVESTMENT, INC.

By: /s/ LIGANG ZHANG

Name: Ligang Zhang

Title: Authorized Signatory

TIME PARTNERS L.P.

By: Time Evergreen Capital Investment, Inc., its general partner

By: /s/ LIGANG ZHANG

Name: Ligang Zhang

Title: Authorized Signatory

By: CTS Capital Co. Ltd, its general partner

By: /s/ SONG ZHANG

Name: Song Zhang

Title: Authorized Signatory

SHARE PURCHASE AGREEMENT

This SHARE PURCHASE AGREEMENT (this “Agreement”) is made and entered into as of January 8, 2019 by and between Gold Partner Consultants Limited, company incorporated under the laws of the British Virgin Islands (the “Seller”) and Time Partners L.P., an exempted limited partnership registered under the laws of the Cayman Islands (the “Purchaser”). Capitalized terms used herein shall have the meanings ascribed to them in Annex A attached hereto.

RECITALS

WHEREAS, the Seller is the holder of 775,730 American Depositary Shares (“ADS”) representing 387,865 class A common shares (“Class A Common Shares”), par value US\$0.01 per share, of iKang Healthcare Group, Inc., an exempted company with limited liability incorporated under the laws of the Cayman Islands (the “Company”);

WHEREAS, on March 26, 2018, the Company entered into an agreement and plan of merger (as amended, the “Merger Agreement”) with IK Healthcare Investment Limited, an exempted company incorporated under the laws of the Cayman Islands (“Parent”), and IK Healthcare Merger Limited, an exempted company incorporated under the laws of the Cayman Islands and a wholly-owned subsidiary of Parent (“Merger Sub”); and

WHEREAS, the Seller desires to convert such 775,730 ADSs into 387,865 Class A Common Shares (the “Transferred Shares”) and sell such Transferred Shares to the Purchaser, and the Purchaser desires to purchase the Transferred Shares from the Seller, in each case pursuant to the terms and subject to the conditions set forth herein.

NOW THEREFORE, in consideration of the mutual agreements contained in this Agreement, and intending to be legally bound by the terms and conditions of this Agreement, the parties agree as follows:

1. **Sale and Purchase of Shares.** At the Closing (as defined below) and subject to the terms and conditions of this Agreement, the Purchaser hereby agrees to purchase from the Seller, and the Seller hereby agrees to transfer, sell and deliver to the Purchaser, free and clear of all Encumbrances, all of such Seller’s right, title and interest in and to the Transferred Shares for US\$41.20 per share or an aggregate amount of US\$15,980,038 (the “Purchase Price”).

2. **The Closing.**

2.1 The closing of the sale and purchase of the Transferred Shares (the “Closing”) shall take place remotely via electronic exchange of documents and signatures on a date mutually agreed by the Purchaser and the Seller as soon as reasonably practicable following the payment of the Purchase Price by the Purchaser and the completion of the Conversion (as defined below) in accordance with Section 2.2.

2.2 **Pre-Closing and Closing Actions and Deliverables.**

(a) Within three (3) Business Days following the date hereof, the Purchaser shall pay or cause to be paid the Purchase Price by wire transfer of U.S. dollars in immediately available funds to a bank account of the Seller designated by the Seller.

(b) As soon as practicable after the Seller's receipt of the Purchase Price in accordance with Section 2.2(a), the Seller shall convert the 775,730 ADSs held by it to 387,865 Class A Common Shares in the Company to be held under the Seller's name (the "Conversion").

(c) At the Closing, the Seller shall deliver or cause to be delivered to the Purchaser a copy of the updated register of members of the Company reflecting the Purchaser as the owner of the Transferred Shares.

2.3 If the Merger Agreement is validly terminated pursuant to the terms thereof prior to the closing of the merger contemplated thereunder, the Seller and the Purchaser will take all necessary actions to cause (a) any Purchase Price already paid to the Seller pursuant to Section 2.2(a) to be returned to the Purchaser and (b) any Transferred Shares already transferred to the Purchaser pursuant hereto to be transferred back to the Seller free and clear of all Encumbrances.

3. Representations and Warranties of the Purchaser. The Purchaser represents and warrants to the Seller as of the date hereof that the Purchaser has full power and authority to enter into and perform its obligations under this Agreement, and this Agreement, when executed and delivered by the Purchaser, shall constitute valid and legally binding obligations of the Purchaser, enforceable against the Purchaser in accordance with its terms except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, and (b) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies. The execution, delivery and performance of this Agreement, and the consummation of the transactions contemplated hereby will not result in a violation of, or default under, any instrument, judgment, order, writ, decree or contract applicable to the Purchaser.

4. Representations and Warranties of the Seller. The Seller has full power and authority to enter into and perform its obligations under this Agreement, and, at the date of the Closing, to transfer the applicable Transferred Shares under this Agreement, and this Agreement, when executed and delivered by the Seller, shall constitute valid and legally binding obligations of the Seller, enforceable against the Seller in accordance with its terms except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, and (b) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies. The execution, delivery and performance of this Agreement, and the consummation of the transactions contemplated hereby will not result in a violation of, or default under, any instrument, judgment, order, writ, decree or contract applicable to the Seller, or an event that results in the creation of any lien, charge or encumbrance upon the applicable Transferred Shares.

5. General Provisions.

5.1 Successors and Assigns; Assignment. Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives.

5.2 **Governing Law.** Save as provided under Section 5.3 below, all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

5.3 **Dispute Resolution.** Any dispute, controversy, difference or claim arising out of or relating to this contract, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the HKIAC under the UNCITRAL Arbitration Rules in force when the Notice of Arbitration is submitted, as modified by the HKIAC Procedures for the Administration of Arbitration under the UNCITRAL Arbitration Rules. The law of this arbitration clause shall be Hong Kong law. The place of arbitration shall be Hong Kong and the number of arbitrators shall be three (3). The arbitration proceedings shall be conducted in English.

5.4 **Further Assurances.** The parties agree to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement.

5.5 **Expenses.** All fees, expenses and taxes incurred in connection with this Agreement and the transactions contemplated hereby that are required to be paid by the Seller under applicable law shall be paid by the Seller. The ADS cancellation fee required to be paid to the ADS depository in relation to the Conversion shall be paid by the Seller.

5.6 **Severability.** If any provision of this Agreement is determined by any court or arbitrator of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the parties hereto. If such clause or provision cannot be so enforced, such provision shall be stricken from this Agreement and the remainder of this Agreement shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Agreement.

5.7 **Notices.** All notices and other communications required or permitted hereunder shall be in writing and shall be sent by facsimile or electronic mail or otherwise delivered by hand, messenger or courier service addressed to the party to be notified at such party's address as separately notified to the other party.

5.8 **Amendment.** This Agreement may be amended only by a written agreement of the Purchaser and the Seller.

5.9 **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersedes all prior understandings and agreements, whether oral or written, between or among the parties hereto with respect to the specific subject matter hereof.

5.10 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement. This Agreement may be executed and delivered by facsimile or by electronic mail in portable document format ("PDF") and upon such delivery the facsimile or PDF signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SELLER

GOLD PARTNER CONSULTANTS LIMITED

By: /s/ FEIYAN HUANG

Name: Feiyan Huang

Title: Authorized Signatory

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

PURCHASER

TIME PARTNERS L.P.

By: Time Evergreen Capital Investment, Inc., its general partner

By: /s/ LEE LIGANG ZHANG

Name: Lee Ligang Zhang

Title: Authorized Signatory

By: CTS Capital Co. Ltd, its general partner

By: /s/ SONG ZHANG

Name: Song Zhang

Title: Authorized Signatory

ANNEX A

Defined Terms

(a) “ADS” has the meaning set forth in the Recitals.

(b) “Business Day” means a day (other than Saturdays, Sundays or statutory holidays) on which banks generally are open to the public for business in the People’s Republic of China, Hong Kong and the United States of America.

(c) “Class A Common Shares” has the meaning set forth in the Recitals.

(d) “Closing” has the meaning set forth in Section 2.1.

(e) “Company” has the meaning set forth in the Recitals.

(f) “Conversion” has the meaning set forth in Section 2.2(b).

(g) “Encumbrance” means any mortgage, charge, deed of trust, lien, security interest, license, covenant not to sue, option, right of first refusal, right of first offer, or other contingent rights, easement, right of way, pledge, assessment, encumbrance or restriction of any nature whatsoever.

(h) “HKIAC” means Hong Kong International Arbitration Centre.

(i) “Hong Kong” means Hong Kong Special Administrative Region of the People’s Republic of China.

(j) “Merger Agreement” has the meaning set forth in the Recitals.

(k) “Merger Sub” has the meaning set forth in the Recitals.

(l) “Parent” has the meaning set forth in the Recitals.

(m) “PDF” has the meaning set forth in Section 5.10.

(n) “Purchase Price” has the meaning set forth in Section 1.

(o) “Transferred Shares” has the meaning set forth in the Recitals.

(p) “UNCITRAL” means the United Nations Commission on International Trade Law.

This Deed of Release is made the 18th of January 2019

By:

- (1) **GOPHER GLOBAL CREDIT FUND II** (the “**Mortgagee**”).

In Favour of:

- (2) **SHANGHAIMED, INC.** of a company incorporated and existing under the laws of the British Virgin Islands (registration number: 572820) with its registered office at Moore Stephens International Services (BVI) Limited, Palm Grove House, P.O. Box 3186, Wickhams Cay I, Road Town, Tortola, British Virgin Islands (the “**Mortgagor**”).

Whereas:

- (A) Pursuant to the term loan facility agreement dated 24 August 2018, between the Mortgagor as borrower and the Mortgagee as lender (the “**Agreement**”), the Mortgagee provided to the Mortgagor a US Dollar term loan facility in an aggregate amount equal to US\$11,000,000, subject to the terms and conditions set out in the Agreement.
- (B) Pursuant to an equitable mortgage over shares in iKang Healthcare Group, Inc. (the “**Company**”) between the Mortgagor and the Mortgagee dated 24 August 2018 (the “**Share Mortgage**”), the Mortgagor secured the Secured Obligations (as defined in the Share Mortgage) due, owing or payable by the Mortgagor.
- (C) Concurrently with the occurrence of the Merger Effective Date and the creation of Security under the Holdco Share Mortgage (as defined in the Agreement) pursuant to the terms and conditions of the Agreement, the Mortgagee has agreed to release all the security created by the Share Mortgage over and in respect of Mortgaged Shares (as defined in the Share Mortgage) and discharge the Mortgagor from all obligations owed under or pursuant to the Share Mortgage.

Now this Deed witnesseth as follows:

1 Release

With effect from the date of this Deed, the Mortgagee:

- (a) hereby acknowledges the full discharge of the Secured Obligations;
- (b) hereby releases the Mortgaged Shares (the “**Secured Property**”) from the Share Mortgage;
- (c) hereby assigns to the Mortgagor all of the Mortgagee’s right, title, benefit and interest in and to the Secured Property created under or pursuant to the Share Mortgage so that, from the date of this Deed, the same shall be held by the Mortgagor free and discharged from all security and encumbrances created under or pursuant to the Share Mortgage;
- (d) hereby releases and discharges the Mortgagor from all obligations, liabilities, costs, claims and demands of any nature arising under or pursuant to the Share Mortgage;
-

- (e) shall, as soon as reasonably practicable following execution of this Deed deliver to the Mortgagor:
 - (i) all certificates (if any) and other documents of title relating to the Mortgaged Shares delivered pursuant to Clause 4.1 of the Share Mortgage;
 - (ii) the executed but undated share transfer form delivered pursuant to Clause 4.2 of the Share Mortgage; and
 - (iii) all other documents and information delivered to the Mortgagee under or pursuant to the Share Mortgage; and
- (f) hereby consents to the removal of the notation of the existence of the Share Mortgage from the register of members of the Company.

2 Revocation of Power of Attorney

The Mortgagor, with the consent of the Mortgagee, hereby revokes the power of attorney contained in the Share Mortgage and every power and authority thereby conferred provided that:

- (a) nothing herein contained shall affect the validity of any act or thing done by the Mortgagee pursuant to such power of attorney prior to the date of execution of this Deed; and
- (b) such power of attorney shall be deemed not to have been revoked if any release, discharge or assignment shall be in any way be void by reason of any payment being set aside or proving invalid or which would otherwise permit the same to be reinstated under and in accordance with the Share Mortgage.

3 Further Assurance

The Mortgagee agrees that it will (at the cost and expense of the Mortgagor) do or procure the doing of all things and/or execute all documents as may reasonably be necessary to give effect to this Deed.

4 Counterparts

This Deed may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

5 Law and Jurisdiction

This Deed shall be governed by, and construed in accordance with, the laws of the Cayman Islands.

In witness whereof this Deed has been executed and delivered as deed on the day and year first above written.

EXECUTED AS A DEED

By the Mortgagee
acting by: LIU HUI

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)

/s/ LIU HUI

Director

EXECUTED AS A DEED

By the Mortgagor
Signed by
for and on behalf of
SHANGHAIMED, INC.

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/s/ LIGANG ZHANG

Director



