

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

**FORM S-8**

**REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933**

**IKANG HEALTHCARE GROUP, INC.**

(Exact name of registrant as specified in its charter)

**Cayman Islands**  
(State or other jurisdiction of  
incorporation or organization)

**Not Applicable**  
(I.R.S. Employer  
Identification No.)

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

**iKang Healthcare Group, Inc. Share Incentive Plan adopted as of February 2013  
iKang Healthcare Group, Inc. Share Incentive Plan adopted as of April 2013  
iKang Healthcare Group, Inc. Share Incentive Plan adopted as of March 2014  
iKang Healthcare Group, Inc. Option Offering Agreements  
iKang Healthcare Group, Inc. Purchase Warrant Agreements**  
(Full title of the plan)

**Law Debenture Corporate Services Inc.  
400 Madison Avenue, Suite 4D  
New York, NY 10017  
+1 212 750 6474**  
(Name, address and telephone number, including area code, of agent for service)

**Copies to:**

**Yang Chen**  
Chief Financial Officer  
iKang Healthcare Group, Inc.  
B-6F, Shimao Tower  
92A Jianguo Road  
Chaoyang District, Beijing 100022  
The People's Republic of China  
+86 10-5320-8608

**Howard Zhang, Esq.**  
**Li He, Esq.**  
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2201 China World Office 2  
1 Jian Guo Men Wai Avenue  
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Beijing 100004,  
The People's Republic of China  
+86 10-8567-5000

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer   
Non-accelerated filer  (Do not check if a smaller reporting company)

Accelerated filer   
Smaller reporting company

**CALCULATION OF REGISTRATION FEE**

Title of securities to be registered <sup>(1)</sup>	Amount to be registered <sup>(2)</sup>	Proposed maximum offering price per share	Proposed maximum aggregate offering price	Amount of registration fee <sup>(3)(4)</sup>
Class A common shares, par value US \$0.01 per common share				
	1,620,000 <sup>(3)</sup>	\$19.2050 <sup>(3)</sup>	\$31,112,100.00 <sup>(3)</sup>	\$4,007.24
	1,828,698 <sup>(4)</sup>	\$4.7134 <sup>(4)</sup>	\$8,619,415.87 <sup>(4)</sup>	\$1,110.18
<b>TOTAL</b>	3,448,698	—	\$39,731,515.87	\$5,117.42

(1) These Class A common shares may be represented by the Registrant's American depositary shares ("ADSs"). Each Class A common share is represented by two ADSs. The Registrant's ADSs issuable upon deposit of the Class A common shares registered hereby have been registered under a separate registration statement on Form F-6 (File No. 333-194786).

(2) Pursuant to Rule 416 under the Securities Act of 1933, as amended (the "Securities Act"), this registration statement also covers any additional securities which may be offered and issued to prevent dilution from stock splits, stock dividends or similar transactions as provided in the above-referenced plans and agreements (the "Plans").

(3) These Class A common shares to be registered are reserved for future grants under the Plans. Pursuant to Rule 457(h) under the Securities Act, the proposed maximum offering price, per share and in the aggregate, and the related portion of the aggregate registration fee in respect of the Class A common shares available for such future awards were determined upon the basis of the average of the high price and the low price of the Registrant's ADSs reported on the NASDAQ Global Select Market on July 3, 2014, in accordance with Rule 457(c) under the Securities Act.

(4) These Class A common shares to be registered represent shares issuable upon exercise of currently outstanding options under the Plans. Pursuant to Rule 457(h), the proposed maximum offering price per share is the weighted average exercise price of such outstanding options and the proposed maximum aggregate offering price and the related portion of the aggregate registration fee in respect of the Class A common shares underlying such options is calculated based on the product of the 1,828,698 shares issuable upon the exercise of outstanding options under the Plans and the weighted average exercise price of \$4.7134, based on exercise prices varying from US\$0.01 per share to US\$6.00 per share.



**PART I**

**INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS**

**ITEM 1. PLAN INFORMATION\***

**ITEM 2. REGISTRANT INFORMATION AND EMPLOYEE PLAN ANNUAL INFORMATION\***

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\* Information required by Part I to be contained in the Section 10(a) prospectus is omitted from this Registration Statement in accordance with Rule 428 under the Securities Act and the Note to Part I of Form S-8. The documents containing information specified in this Part I will be separately provided to the participants in the 2007 Share Plan covered by this Registration Statement, as specified by Rule 428(b)(1) under the Securities Act.

**PART II**

**INFORMATION REQUIRED IN THE REGISTRATION STATEMENT**

**ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE**

The following documents filed with the Securities and Exchange Commission (the "Commission") by iKang Healthcare Group, Inc. (the "Registrant") are incorporated herein by reference.

- (1) The Registrant's prospectus dated April 8, 2014 filed with the Commission on April 9, 2014 pursuant to Rule 424(b)(4) under the Securities Act (Securities Act File No. 333-194263); and
- (2) The description of the Registrant's common shares contained in the Registrant's registration statement on Form 8-A under the Securities Exchange Act of 1934, as amended (the "Exchange Act") filed on April 7, 2014, as modified by any amendment or report filed for the purpose of updating such description (Exchange Act File No. 001-36403).

All documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment which indicates that all securities offered have been sold, or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference herein and to be a part hereof from the date of filing of such documents.

Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein, or in any other subsequently filed document which also is incorporated or deemed to be incorporated by reference herein, modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

**ITEM 4. DESCRIPTION OF SECURITIES**

Not applicable.

**ITEM 5. INTEREST OF NAMED EXPERTS AND COUNSEL**

Not applicable.

**ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS**

Cayman Islands law does not limit the extent to which a company's articles of association may provide for indemnification of officers and directors, except to the extent any such provision may be held by the Cayman Islands courts to be contrary to public policy, such as to provide indemnification against civil fraud or the consequences of committing a crime. The Registrant's amended and restated memorandum and articles of association provide for indemnification of officers and directors for losses, damages, costs and expenses incurred in their capacities as such, except through their own dishonesty or fraud.

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Pursuant to the indemnification agreements, the form of which was filed as Exhibit 10.4 to the Registrant's registration statement on Form F-1, as amended (File No. 333-194263), the Registrant has agreed to indemnify its directors and officers against, to the fullest extent permitted by applicable law, any and all expenses and liabilities actually and reasonably incurred by reason of such director's or officer's corporate status.

The Registrant maintains standard policies of insurance under which coverage is provided (a) to its directors and officers against loss arising from claims made by reason of breach of duty or other wrongful act and (b) to the Registrant with respect to payments which may be made by the Registrant to such officers and directors pursuant to the above indemnification provision or otherwise as a matter of law.

#### ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED

Not applicable.

#### ITEM 8. EXHIBITS

See the attached Exhibit Index.

#### ITEM 9. REQUIRED UNDERTAKINGS

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

- (i) To include any prospectus required by Section 10(a)(3) of the Securities Act;
- (ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement; and
- (iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

*provided, however*, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement.

- (2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

## SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Beijing, China, on July 8, 2014.

IKANG HEALTHCARE GROUP, INC.

By: /s/ LIGANG ZHANG  
Name: Ligang Zhang  
Title: Chief Executive Officer

## POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Ligang Zhang and Yang Chen, and each of them acting individually and without the other, as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and re-substitution, for him or her and in his or her name, place, and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments, exhibits thereto and other documents in connection therewith) to this Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or either of them individually, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed below by the following persons in the capacities and on July 8, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ LIGANG ZHANG</u> Ligang Zhang	Chairman and Chief Executive Officer (principal executive officer)
<u>/s/ YANG CHEN</u> Yang Chen	Chief Financial Officer (principal financial and accounting officer)
<u>/s/ BOQUAN HE</u> Boquan He	Director
<u>/s/ QING LIU</u> Qing Liu	Director
<u>/s/ DAVID YING ZHANG</u> David Ying Zhang	Independent Director
<u>/s/ FEIYAN HUANG</u> Feiyan Huang	Director
<u>/s/ MINJIAN SHI</u> Minjian Shi	Director
<u>/s/ THOMAS MCCOY ROBERTS</u> Thomas McCoy Roberts	Independent Director
<u>/s/ DAQING QI</u> Daqing Qi	Independent Director
<u>/s/ RUBY LU</u> Ruby Lu	Independent Director

**SIGNATURE OF AUTHORIZED REPRESENTATIVE OF THE REGISTRANT**

Pursuant to the Securities Act, the undersigned, the duly authorized representative in the United States of the Registrant, has signed this Registration Statement in New York, on July 8, 2014.

Law Debenture Corporate Services Inc.

By: /s/ Diana Arias  
Name: Diana Arias  
Title: Service of Process Officer

## EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description of Exhibit</u>
4.1	Amended and Restated Memorandum and Articles of Association of the Registrant (incorporated herein by reference to Exhibit 3.2 to the Registrant's registration statement on Form F-1, as amended, filed on March 21, 2014) (Securities Act File No. 333-194263)
4.2	Registrant's Specimen Certificate for Class A Common Shares (incorporated herein by reference to Exhibit 4.2 to the registration statement on Form F-1, as amended, filed on March 21, 2014) (Securities Act File No. 333-194263)
4.3	Deposit Agreement among the Registrant, JPMorgan Chase Bank, N.A. as depository, and holders and beneficial owners of American Depositary Shares issued thereunder (incorporated herein by reference to Exhibit 4.3 to the registration statement on Form F-1, as amended, filed on March 21, 2014) (Securities Act File No. 333-194263)
4.4	Form of American Depositary Receipt evidencing American Depositary Shares (included in Exhibit 4.3)
5.1*	Opinion of Conyers Dill & Pearman (Cayman) Limited, Cayman Islands counsel to the Registrant, regarding the legality of the securities being registered
23.1*	Consent of Deloitte Touche Tohmatsu Certified Public Accountants LLP, an independent registered public accounting firm
23.2*	Consent of Conyers Dill & Pearman (Cayman) Limited (included in Exhibit 5.1)
24.1*	Power of Attorney (included on signature page hereof)
99.1*	iKang Healthcare Group, Inc. Share Incentive Plan adopted as of March 2014, as amended
99.2*	iKang Healthcare Group, Inc. Share Incentive Plan adopted as of February 2013, as amended
99.3*	iKang Healthcare Group, Inc. Share Incentive Plan adopted as of April 2013, as amended
99.4*	Forms of iKang Healthcare Group, Inc. Option Offering Agreements
99.5*	Form of iKang Healthcare Group, Inc. Purchase Warrant Agreements

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\* Filed herewith

8 July, 2014

Matter No.: 879695  
Doc Ref: AC/al/#8269413

iKang Healthcare Group, Inc.  
B-6F, Shimao Tower  
92A Jianguo Road  
Chaoyang District, Beijing 100022  
People's Republic of China

Dear Sirs,

Re: **iKang Healthcare Group, Inc. (the "Company")**

We have acted as special Cayman Islands legal counsel to the Company in connection with a registration statement on Form S-8 filed by the Company with the United States Securities and Exchange Commission (the "**Commission**") on 7 July, 2014 (the "**Registration Statement**", which term does not include any other document or agreement whether or not specifically referred to therein or attached as an exhibit or schedule thereto), relating to the registration of an aggregate of 3,448,698 class A common shares, par value US\$0.01 per share, of the Company (the "**Shares**") to be issued pursuant to the iKang Healthcare Group, Inc. Share Incentive Plan adopted with effect as of February 2013, iKang Healthcare Group, Inc. Share Incentive Plan adopted with effect as of April 2013 and iKang Healthcare Group, Inc. Share Incentive Plan adopted as of March 2014 (the "**Plans**"), the agreements as set out in the Schedule attached (together the "**Option Offering Agreements**") (the terms "Plans" and "Option Offering Agreements" do not include any other document or agreement whether or not specifically referred to therein or attached as an exhibit or schedule thereto).

For the purposes of giving this opinion, we have examined and relied upon copies of the following documents:

- (i) the Registration Statement;
  - (ii) the Plans;
  - (iii) the Option Offering Agreements.
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We have also reviewed and relied upon (1) the Memorandum and Articles of Association of the Company adopted on 1 March, 2014 and which became effective on 14 April 2014, (2) copies of the written resolutions of the sole member of the Company passed on 1 March, 2014 and resolutions in writing of the sole director of the Company passed on 1 March 2014, resolutions in writing of the directors of the Company passed on 1 March, 2014 and 30 June 2014 (collectively, the “**Resolutions**”), (3) a certificate of good standing of the Company dated 24 June, 2014 (the “**Certificate Date**”); and (4) such other documents and made such enquiries as to questions of law as we have deemed necessary in order to render the opinion set forth below.

We have assumed (a) the genuineness and authenticity of all signatures and the conformity to the originals of all copies of documents (whether or not certified) examined by us and the authenticity and completeness of the originals from which such copies were taken, (b) the accuracy and completeness of all factual representations made in the Registration Statement, the Plans and the Option Offering Agreements and other documents reviewed by us, (c) that the resolutions contained in the Resolutions were passed at one or more duly convened, constituted and quorate meetings, or by unanimous written resolutions of all directors or all members of the Company, as applicable, remain in full force and effect and have not been rescinded or amended, (d) that there is no provision of the law of any jurisdiction, other than the Cayman Islands, which would have any implication in relation to the opinions expressed herein, and (e) that upon issue of any shares to be sold by the Company the Company will receive consideration for the full issue price thereof which shall be equal to at least the par value thereof; (f) the validity and binding effect under the laws of the United States of America of the Registration Statement and that the Registration Statement will be duly filed with the Commission; (g) that on the date of issuance of any of the Shares, the Company will have sufficient authorised but unissued Shares, and (h) that on the date of issuance of any award under the Plans and the Option Offering Agreements, the Company will be able to pay its liabilities as they become due; (i) all options and awards granted under the Plans and the Option Offering Agreements are or were duly authorised in accordance with the terms of the Plans and the Option Offering Agreements and the number of options and awards granted under the Plans and the Option Offering Agreements are or were within the limit (if any) provided under the Plans and the Option Offering Agreements; and (j) the Option Offering Agreements were valid and binding on iKang Guobin Healthcare Group, Inc. (a British Virgin Islands wholly owned subsidiary of the Company) as at the date of assumption of the obligations of such agreements by the Company.

We express no opinion with respect to the issuance of Shares pursuant to any provision of the Plans and the Option Offering Agreements that purports to obligate the Company to issue Shares following the commencement of a winding up or liquidation. We have made no investigation of and express no opinion in relation to the laws of any jurisdiction other than the Cayman Islands. This opinion is to be governed by and construed in accordance with the laws of the Cayman Islands and is limited to and is given on the basis of the current law and practice in the Cayman Islands. This opinion is issued solely for the purposes of the filing of the Registration Statement and the issuance of the Shares by the Company and is not to be relied upon in respect of any other matter.

On the basis of and subject to the foregoing, we are of the opinion that:

1. As at the Certificate Date, the Company is duly incorporated and existing under the laws of the Cayman Islands in good standing (meaning solely that it has not failed to make any filing with any Cayman Islands government authority or to pay any Cayman Islands government fees or tax which would make it liable to be struck off the Register of Companies and thereby cease to exist under the laws of the Cayman Islands).
2. The Shares, when issued and paid for in accordance with the Plans and the Option Offering Agreements, will be validly issued, fully paid and non-assessable (which term means when used herein that no further sums are required to be paid by the holders thereof in connection with the issue or holding of such shares).

We hereby consent to the filing of this opinion with the Commission as an exhibit to the Registration Statement. In giving this consent, we do not hereby admit that we are experts within the meaning of Section 11 of the Securities Act or that we come within the category of persons whose consent is required under Section 7 of the Securities Act or the Rules and Regulations of the Commission promulgated thereunder.

Yours faithfully,

**/s/ Conyers Dill & Pearman (Cayman) Limited**

## Schedule

### Option Offering Agreements

1. an option offering agreement dated as of 20 November 2004 entered by and among ShanghaiMed Healthcare, Inc. and Mr. Thomas Fox in respect of 10,000 shares option.
2. an option offering agreement dated as of 1 January 2006 entered by and among ShanghaiMed Healthcare, Inc. and Ms. Ying Liu in respect of 20,000 shares option.
3. an option offering agreement dated as of 1 January 2006 entered by and among ShanghaiMed Healthcare, Inc. and Ms. Ying Liu in respect of 10,000 shares option.
4. an option offering agreement dated as of 1 January 2006 entered by and among ShanghaiMed Healthcare, Inc. and Ms. Ying Tong in respect of 20,000 shares option.
5. an option offering agreement dated as of 1 January 2006 entered by and among ShanghaiMed Healthcare, Inc. and Ms. Xiaoqi Wang in respect of 10,000 shares option.
6. an option offering agreement dated as of 1 January 2006 entered by and among ShanghaiMed Healthcare, Inc. and Mr. Zhenyu Wang in respect of 10,000 shares option.
7. an option offering agreement dated as of 10 September 2006 entered by and among ShanghaiMed Healthcare, Inc. and Ms. Qing Zhang in respect of 20,000 shares option.
8. an option offering agreement dated as of 1 November 2006 entered by and among ShanghaiMed Healthcare, Inc. and Mr. Jianshi Huang in respect of 10,000 shares option.
9. an option offering agreement dated as of 10 November 2006 entered by and among ShanghaiMed Healthcare, Inc. and Mr. Jonathan Sun in respect of 20,000 shares option.
10. a termination and settlement agreement dated as of 1 March 2007 entered by and among ShanghaiMed Healthcare, Inc. and Mr. Kai Zhou in respect of 20,000 shares option.
11. a termination and settlement agreement dated as of 30 June 2007 entered by and among ShanghaiMed Healthcare, Inc. and Mr. Weimin Xin in respect of 12,855 shares option.

12. a termination and settlement agreement dated as of 5 July 2007 entered by and among ShanghaiMed Healthcare, Inc. and Mr. Chung Tung Lin in respect of 10,000 shares option.
13. an option offering agreement dated as of 30 December 2007 entered by and among ShanghaiMed Healthcare, Inc. and Ms. Wang, Huan in respect of 20,000 shares option.
14. an option offering agreement dated as of 31 December 2007 entered by and among ShanghaiMed Healthcare, Inc. and Ms. Liu, Nan in respect of 5,000 shares option.
15. an option offering agreement dated as of 31 December 2007 entered by and among ShanghaiMed Healthcare, Inc. and Ms. Xie, Wei in respect of 10,000 shares option.
16. an option offering agreement dated as of 31 December 2007 entered by and among ShanghaiMed Healthcare, Inc. and Mr. Xu, Bo in respect of 5,000 shares option.
17. an option offering agreement dated as of 31 December 2007 entered by and among ShanghaiMed Healthcare, Inc. and Mr. Zheng, Zhijian in respect of 20,000 shares option.
18. a stock option agreement dated 31 December 2007 granted by ShanghaiMed Healthcare, Inc. to Chun Yu Eddy Si in respect of an option to purchase 10,000 Class A Common Shares.
19. an option offering agreement dated as of 17 February 2012 entered by and among ShanghaiMed Healthcare, Inc. and Mr. Pan, Jinfeng in respect of 20,000 shares option.
20. an option offering agreement dated as of 17 February 2012 entered by and among ShanghaiMed Healthcare, Inc. and Mr. Pan, Jinfeng in respect of 60,000 shares option.

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated December 4, 2013, relating to the consolidated financial statements and the related financial statement schedule of iKang Guobin Healthcare Group, Inc., its subsidiaries, its variable interest entities (“VIEs”), and VIEs’ subsidiaries, appearing in the Form F-1 of iKang Healthcare Group, Inc. for the year ended March 31, 2013.

/s/ Deloitte Touche Tohmatsu Certified Public Accountants LLP  
Beijing, the People’s Republic of China  
July 8, 2014

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## IKANG HEALTHCARE GROUP, INC.

## AMENDED AND RESTATED 2014 SHARE INCENTIVE PLAN

(Adopted on March 1, 2014; amended on June 30, 2014)

**Section 1. Purpose.**

The purpose of the iKang Healthcare Group, Inc. 2014 Share Incentive Plan is to enhance the ability of iKang Healthcare Group, Inc. to attract and retain exceptionally qualified individuals and to encourage them to acquire a proprietary interest in the growth and performance of the Company.

**Section 2. Definitions.**

As used in this Plan, the following terms shall have the meanings set forth below:

- (a) “**Affiliate**” shall mean (i) any entity that, directly or indirectly, is controlled by the Company and (ii) any entity in which the Company has a significant equity interest, in either case as determined by the Committee.
  - (b) “**Applicable Laws**” shall mean all laws, statutes, regulations, ordinances, rules or governmental requirements that are applicable to this Plan or any Award granted pursuant to this Plan, including but not limited to applicable laws of the People’s Republic of China, the United States and the Cayman Islands, and the rules and requirements of any applicable securities exchange.
  - (c) “**Award**” shall mean any Option, award of Restricted Stock, Restricted Stock Unit or Other Stock-Based Award granted under this Plan.
  - (d) “**Award Agreement**” shall mean any written agreement, contract or other instrument or document evidencing any Award granted under this Plan.
  - (e) “**Board**” shall mean the board of directors of the Company.
  - (f) “**Cause**” shall mean, with respect to a Participant, the meaning defined in any employment agreement between the Participant and the Company then in effect or, if no such employment agreement is then in effect or Cause is not otherwise defined in an Award Agreement, “**Cause**” shall mean (i) the employee’s willful and continued failure substantially to perform his or her duties to the Company (other than as a result of total or partial incapacity due to physical or mental illness), (ii) dishonesty in the performance of the employee’s duties to the Company, (iii) the employee’s indictment for a felony under the laws of the jurisdiction in which the participant is employed (or, if there is no such concept as “indictment” in the applicable jurisdiction, such analogous procedural event following the employee’s arrest and prior to any conviction), (iv) any other act or omission on the part of the employee which is materially injurious to the financial condition or business reputation of the Company or any of its Affiliates, (v) the employee’s habitual drunkenness or use of illegal substance, or (vi) a material breach by the employee of any agreement with the Company or any of its Affiliates.
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(g) “**Code**” shall mean the United States Internal Revenue Code of 1986, as amended from time to time.

(h) “**Committee**” shall mean a committee of the Board designated by the Board to administer this Plan. Unless otherwise determined by the Board, the Compensation Committee designated by the Board shall be the Committee under this Plan. In the absence of any Compensation Committee or any other related designation by the Board, the Board shall assume all of the powers and responsibilities under this Plan.

(i) “**Company**” shall mean iKang Healthcare Group, Inc., together with any successor thereto.

(j) “**Company Sale**” shall mean:

(i) any transaction or series of related transactions in which all of the equity securities of the Company outstanding immediately prior to such transaction(s) no longer represent, or are converted into or exchanged for equity securities that no longer represent, immediately following such transaction(s), at least a majority, by voting power, of the equity securities of (A) the surviving or resulting entity or (B) if the surviving or resulting entity is a wholly owned subsidiary of another entity immediately following such transaction, the parent entity of such surviving or resulting entity;

(ii) any transaction or series of related transactions in which the Company, after completion of such transaction(s), ceases to control, directly or indirectly, one or more members of the Company Group holding substantially all of the assets and/or intellectual property of the Company Group taken as a whole; or

(iii) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Company or any other member(s) of the Company Group (as defined below), of all or substantially all the assets and/or intellectual property of the Company Group taken as a whole on a consolidated basis, or the sale or disposition (whether by merger or otherwise) of one or more members of the Company Group if substantially all of the assets and/or intellectual property of the Company Group taken as a whole and on a consolidated basis are held by such member(s) of the Company Group, except where such sale, lease, transfer, exclusive license or other disposition is to one or more other members of the Company Group.

**“Company Group”**, for the purpose hereof, means the Company, any of its subsidiaries, controlled entities and affiliates, together with each subsidiary of the aforementioned entities, and each Person (other than a natural person) that is, directly or indirectly, controlled by any of the foregoing, including but not limited to each joint venture in which any of the foregoing holds more than fifty percent (50%) of the voting power. The term “control” of a given Person shall mean the power or authority, whether exercised or not, to direct the business, management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; provided, that such power or authority shall conclusively be presumed to exist upon possession of beneficial ownership or power to direct the vote of more than fifty percent (50%) of the votes entitled to be cast at a meeting of the members or shareholders of such Person or power to control the composition of a majority of the board of directors of such Person. The terms “controlled” and “controlling” have meanings correlative to the foregoing.

(k) **“Consultant”** means any individual, including an advisor, who is engaged by the Company or an Affiliate to render services and is compensated for such services, and any director of the Company whether or not compensated for such services.

(l) **“Employee”** means any individual employed by the Company or an Affiliate.

(m) **“Fair Market Value”** shall mean, with respect to any property (including, without limitation, any Shares or other securities) the fair market value of such property determined by such methods or procedures as shall be established from time to time by the Committee.

(n) **“Option”** shall mean an option granted under Section 6 hereof.

(o) **“Other Stock-Based Award”** shall mean any right granted under Section 8 hereof.

(p) **“Participant”** shall mean an individual granted an Award under this Plan.

(q) **“Person”** means any individual, sole proprietorship, partnership, firm, joint venture, estate, trust, unincorporated organization, association, corporation, institution, public benefit corporation, entity or governmental authority or other entity of any kind or nature.

(r) “**Plan**” shall mean this iKang Healthcare Group, Inc. Share Incentive Plan, as amended from time to time.

(s) “**Restricted Stock**” shall mean any Share granted under Section 7 hereof.

(t) “**Restricted Stock Unit**” shall mean a contractual right granted under Section 7 hereof that is denominated in Shares, each of which represents a right to receive the value of a Share (or a percentage of such value, which percentage may be higher than 100%) upon the terms and conditions set forth in this Plan and the applicable Award Agreement.

(u) “**Shares**” shall mean Class A common shares of the Company, \$0.01 par value.

(v) “**Substitute Awards**” shall mean Awards granted in assumption of, or in substitution for, outstanding awards previously granted by, or held by the employees of, a company or other entity or business acquired (directly or indirectly) by the Company or with which the Company combines.

**Section 3. Eligibility.**

(a) Employees and Consultants are eligible to participate in this Plan. An Employee or Consultant who has been granted an Award may, if he or she is otherwise eligible, be granted additional Awards.

(b) An individual who has agreed to accept employment by, or to provide services to, the Company or an Affiliate shall be deemed to be eligible for Awards hereunder as of the date of such agreement.

**Section 4. Administration.**

(a) The Plan shall be administered by the Committee, which may delegate its duties and powers in whole or in part to any subcommittee thereof. The Board may designate one or more directors as alternate members of the Committee who may replace any absent or disqualified member at any meeting of the Committee. The Committee may issue rules and regulations for administration of this Plan. It shall meet at such times and places as it may determine. A majority of the members of the Committee or the subcommittee described in this Section 4(a) shall constitute a quorum.

(b) Subject to the terms of this Plan and Applicable Laws, the Committee shall have full power and authority to: (i) designate Participants; (ii) determine the type or types of Awards (including Substitute Awards) to be granted to each Participant under this Plan; (iii) determine the number of Shares to be covered by (or with respect to which payments, rights, or other matters are to be calculated in connection with) Awards; (iv) determine the terms and conditions of any Award; (v) determine whether, to what extent, and under what circumstances Awards may be settled or exercised in cash, Shares, other securities, other Awards, or other property, or canceled, forfeited or suspended, and the method or methods by which Awards may be settled, exercised, canceled, forfeited or suspended; (vi) determine whether, to what extent, and under what circumstances cash, Shares, other securities, other Awards, other property, and other amounts payable with respect to an Award under this Plan shall be deferred either automatically or at the election of the holder thereof or of the Committee; (vii) interpret and administer this Plan and any instrument or agreement relating to, or Award made under, this Plan; (viii) establish, amend, suspend or waive such rules and regulations and appoint such agents as it shall deem appropriate for the proper administration of this Plan; (ix) determine whether and to what extent Awards should comply or continue to comply with any requirement of statute or regulation; and (x) make any other determination and take any other action that the Committee deems necessary or desirable for the administration of this Plan.

(c) All decisions of the Committee shall be final, conclusive and binding upon all Persons, including the Company, the stockholders of the Company and the Participants and their beneficiaries.

**Section 5. Shares Available for Awards.**

(a) Subject to adjustment as provided below, the maximum aggregate number of Shares that may be issued pursuant to all Awards shall not exceed 1,620,000.

(b) If, after the effective date of this Plan, any Shares covered by an Award, or to which such an Award relates, are forfeited, cancelled or if such an Award otherwise terminates without the delivery of Shares or of other consideration, then the Shares covered by such Award, or to which such Award relates, to the extent of any such forfeiture or termination, shall again be, or shall become, available for issuance under this Plan.

(c) In the event that any Option or other Award granted hereunder (other than a Substitute Award) is exercised through the delivery of Shares, or in the event that withholding tax liabilities arising from such Option or Award are satisfied by the withholding of Shares by the Company, the number of Shares available for Awards under this Plan shall be increased by the number of Shares so surrendered or withheld.

(d) Any Shares delivered pursuant to an Award may consist, in whole or in part, of authorized and unissued Shares or of treasury Shares.

(e) In the event that the Committee shall determine that any dividend or other distribution (whether in the form of cash, Shares, other securities, or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase or exchange of Shares or other securities of the Company, issuance of warrants or other rights to purchase Shares or other securities of the Company, or other similar corporate transaction or event affects the Shares such that an adjustment is determined by the Committee to be appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under this Plan, then the Committee shall, in such manner as it may deem equitable, adjust any or all of (i) the number and type of Shares (or other securities or property) which thereafter may be made the subject of Awards, including the aggregate and individual limits specified in Section 5(a) hereof, (ii) the number and type of Shares (or other securities or property) subject to outstanding Awards, (iii) the grant, purchase, or exercise price with respect to any Award or, if deemed appropriate, make provision for a cash payment to the holder of an outstanding Award, and (iv) the minimum number of Shares which may be purchased by the holder of an outstanding Award at any one time; *provided, however*, that the number of Shares subject to any Award denominated in Shares shall always be a whole number.

- (f) Shares underlying Substitute Awards shall not reduce the number of Shares remaining available for issuance under this Plan.

**Section 6. Options.**

The Committee is hereby authorized to grant Options to Participants with the following terms and conditions and with such additional terms and conditions, in either case not inconsistent with the provisions of this Plan, as the Committee shall determine:

- (a) The purchase price per Share under an Option shall be determined by the Committee and set forth in the Award Agreement; *provided, however,* that, except in the case of Substitute Awards, the purchase price under an Option granted to a U.S. person shall not be less than the Fair Market Value of a Share on the date of grant of such Option.
- (b) The term of each Option shall be fixed by the Committee; *provided, however,* that the term shall be no more than ten years from the date of grant thereof.
- (c) The Committee shall determine the time or times at which an Option may be exercised in whole or in part, and the method or methods by which, and the form or forms, including, without limitation, cash, Shares, other Awards, or other property, or any combination thereof, having a Fair Market Value on the exercise date equal to the relevant exercise price, in which, payment of the exercise price with respect thereto may be made or deemed to have been made.

**Section 7. Restricted Stock and Restricted Stock Units.**

- (a) The Committee is hereby authorized to grant Awards of Restricted Stock and Restricted Stock Units to Participants.

(b) Shares of Restricted Stock and Restricted Stock Units shall be subject to such restrictions as the Committee may impose (including, without limitation, any limitation on the right to vote a Share of Restricted Stock or the right to receive any dividend or other right or property), which restrictions may lapse separately or in combination at such time or times, in such installments or otherwise, as the Committee may deem appropriate.

(c) Any share of Restricted Stock granted under this Plan may be evidenced in such manner as the Committee may deem appropriate including, without limitation, book-entry registration or issuance of a stock certificate or certificates, creation of a new class of shares or amendment of the Memorandum and/or Articles of Association of the Company. In the event any stock certificate is issued in respect of shares of Restricted Stock granted under this Plan, such certificate shall be registered in the name of the Participant and shall bear an appropriate legend referring to the terms, conditions, and restrictions applicable to such Restricted Stock.

**Section 8.** *Other Stock-Based Awards.*

The Committee is hereby authorized to grant to Participants such other Awards (including, without limitation, stock appreciation rights and rights to dividends and dividend equivalents) that are denominated or payable in, valued in whole or in part by reference to, or otherwise based on or related to, Shares (including, without limitation, securities convertible into Shares) as are deemed by the Committee to be consistent with the purposes of this Plan. Subject to the terms of this Plan, the Committee shall determine the terms and conditions of such Awards. Shares or other securities delivered pursuant to a purchase right granted under this Section 8 shall be purchased for such consideration, which may be paid by such method or methods and in such form or forms, including, without limitation, cash, Shares, other securities, other Awards, or other property, or any combination thereof, as the Committee shall determine, the value of which consideration, as established by the Committee, shall, except in the case of Substitute Awards, not be less than the Fair Market Value of such Shares or other securities as of the date such purchase right is granted.

**Section 9.** *General Provisions Applicable to Awards.*

(a) All Awards shall be evidenced by an Award Agreement between the Company and the Participant.

(b) Awards shall be granted for no cash consideration or for such minimal cash consideration as may be required by Applicable Laws.

(c) Awards may, in the discretion of the Committee, be granted either alone or in addition to or in tandem with any other Award or any award granted under any other plan of the Company. Awards granted in addition to or in tandem with other Awards, or in addition to or in tandem with awards granted under any other plan of the Company, may be granted either at the same time as or at a different time from the grant of such other Awards or awards.

(d) Subject to the terms of this Plan, payments or transfers to be made by the Company upon the grant, exercise or payment of an Award may be made in such form or forms as the Committee shall determine including, without limitation, cash, Shares, other securities, other Awards, or other property, or any combination thereof, and may be made in a single payment or transfer, in installments, or on a deferred basis, in each case in accordance with rules and procedures established by the Committee. Such rules and procedures may include, without limitation, provisions for the payment or crediting of reasonable interest on installment or deferred payments or the grant or crediting of dividend equivalents in respect of installment or deferred payments.

(e) (i) Unless the Committee shall otherwise determine, no Award and no right under any such Award, shall be assignable, alienable, saleable or transferable by a Participant otherwise than by will or by the laws of descent and distribution; *provided, however*, that, if so determined by the Committee, a Participant may, in the manner established by the Committee, designate a beneficiary or beneficiaries to exercise the rights of the Participant, and to receive any property distributable, with respect to any Award upon the death of the Participant. Each Award, and each right under any Award, shall be exercisable during the Participant's lifetime only by the Participant or, if permissible under Applicable Laws, by the Participant's guardian or legal representative. No Award and no right under any such Award, may be pledged, charged, mortgaged, alienated, attached, or otherwise encumbered, and any purported pledge, charge, mortgage, alienation, attachment or encumbrance thereof shall be void and unenforceable against the Company. The provisions of this paragraph shall not apply to any Award which has been fully exercised, earned or paid, as the case may be, and shall not preclude forfeiture of an Award in accordance with the terms thereof.

(ii) Notwithstanding Section 9(e)(i), the Committee may determine that an Award may be transferred by a Participant to a corporation, partnership or other legal entity solely owned by such Participant, to one or more members of such Participant's immediate family, to a partnership of which the only partners are members of such Participant's immediate family, or to a trust established by a Participant for the benefit of one or more members of such Participant's immediate family. For this purpose, immediate family means a Participant's spouse, parents, children, grandchildren and the spouses of such parents, children and grandchildren. A transferee described in this Section 9(e)(ii) may not further transfer such Award. A trust described in this Section 9(e)(ii) may not be amended to benefit any Person other than a member of the Participant's immediate family. An Award transferred pursuant to this Section 9(e)(ii) shall remain subject to all provisions of the Plan and the Award Agreement evidencing such Award.

(f) All certificates for Shares or other securities delivered under this Plan pursuant to any Award or the exercise thereof shall be subject to such stop transfer orders and other restrictions as the Committee may deem advisable under this Plan or the rules, regulations, and other requirements of the United States Securities and Exchange Commission, any stock exchange upon which such Shares or other securities are then listed, and any Applicable Laws, and the Committee may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions.

**Section 10. Amendment and Termination.**

(a) Except to the extent prohibited by Applicable Laws and unless otherwise expressly provided in an Award Agreement or in this Plan, the Board may amend, alter, suspend, discontinue or terminate this Plan or any portion thereof at any time; *provided, however*, that no such amendment, alteration, suspension, discontinuation or termination shall be made without (i) shareholder approval if such approval is necessary to comply with any tax or regulatory requirement for which or with which the Board deems it necessary or desirable to qualify or comply, (ii) shareholder approval for any amendment to this Plan that increases the total number of Shares reserved for the purposes of this Plan or changes the maximum number of Shares for which Awards may be granted to any Participant, or (iii) the consent of the affected Participant, if such action would adversely affect the rights of such Participant under any outstanding Award.

(b) The Committee may waive any conditions or rights under, amend any terms of, or amend, alter, suspend, discontinue or terminate, any Award theretofore granted, prospectively or retroactively, without the consent of any relevant Participant or holder or beneficiary of an Award; *provided, however*, that no such action shall adversely affect the rights of any affected Participant or holder or beneficiary under any Award theretofore granted under this Plan; and *provided further* that, except as provided in Section 5(e) hereof, no such action shall reduce the exercise price of any Option established at the time of grant thereof.

(c) The Committee shall be authorized to make adjustments in the terms and conditions of, and the criteria included in, Awards in recognition of unusual or nonrecurring events (including, without limitation, the events described in Section 5(e) hereof affecting the Company, or the financial statements of the Company, or of changes in Applicable Laws or accounting principles); whenever the Committee determines that such adjustments are appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under this Plan.

(d) Any provision of this Plan or any Award Agreement to the contrary notwithstanding, the Committee may cause any Award granted hereunder to be canceled in consideration of a cash payment or alternative Award made to the holder of such canceled Award equal in value to the Fair Market Value of such canceled Award.

(e) The Committee may correct any defect, supply any omission, or reconcile any inconsistency in this Plan or any Award in the manner and to the extent it shall deem desirable to carry this Plan into effect.

**Section 11. Miscellaneous.**

(a) No employee, independent contractor, Participant or other Person shall have any claim to be granted any Award under this Plan, and there is no obligation for uniformity of treatment of employees, independent contractors, Participants, or holders or beneficiaries of Awards under this Plan. The terms and conditions of Awards need not be the same with respect to each recipient.

(b) The Committee may delegate to one or more officers or managers of the Company, or a committee of such officers or managers, its authority under this Plan; *provided, however*, that any delegation to management shall conform with the requirements of the laws of the Cayman Islands, as in effect from time to time.

(c) No Shares shall be delivered under this Plan to any Participant until such Participant has made arrangements acceptable to the Committee for the satisfaction of any income and employment tax withholding obligations under all Applicable Laws. The Company shall be authorized to withhold from any Award granted or any payment due or transfer made under any Award or under this Plan or from any compensation or other amount owing to a Participant the amount (in cash, Shares, other securities, other Awards, or other property) of withholding taxes due in respect of an Award, its exercise, or any payment or transfer under such Award or under this Plan and to take such other action (including, without limitation, providing for elective payment of such amounts in cash, Shares, other securities, other Awards or other property by the Participant) as may be necessary in the opinion of the Company to satisfy all obligations for the payment of such taxes.

(d) Except as otherwise expressly authorized by the Committee, a Participant shall not be entitled to any privilege of share ownership as to any Shares not actually delivered to and held of record by the Participant.

(e) Nothing contained in this Plan shall prevent the Company from adopting or continuing in effect other or additional compensation arrangements, and such arrangements may be either generally applicable or applicable only in specific cases.

(f) The grant of an Award shall not be construed as giving a Participant the right to be retained in the employ or service of the Company or any Affiliate. Further, the Company or the applicable Affiliate may at any time dismiss a Participant from employment or terminate the services of an independent contractor, free from any liability, or any claim under this Plan, unless otherwise expressly provided in this Plan or in any Award Agreement or in any other agreement binding the parties.

(g) If any provision of this Plan or any Award is or becomes or is deemed to be invalid, illegal, or unenforceable in any jurisdiction, or as to any Person or Award, or would disqualify this Plan or any Award under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to Applicable Laws, or if it cannot be so construed or deemed amended without, in the determination of the Committee, materially altering the intent of this Plan or the Award, such provision shall be stricken as to such jurisdiction, Person or Award, and the remainder of this Plan and any such Award shall remain in full force and effect.

(h) Awards payable under this Plan shall be payable in Shares or from the general assets of the Company, and no special or separate reserve, fund or deposit shall be made to assure payment of such awards. No Participant, beneficiary or other Person shall have any right, title or interest in any fund or in any specific asset (including Shares, except as expressly otherwise provided) of the Company or one of its Subsidiaries by reason of any award hereunder.

(i) Neither this Plan nor any Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company and a Participant or any other Person. To the extent that any Person acquires a right to receive payments from the Company pursuant to an Award, such right shall be no greater than the right of any unsecured general creditor of the Company.

(j) No fractional Shares shall be issued or delivered pursuant to this Plan or any Award, and the Committee shall determine whether cash, other securities or other property shall be paid or transferred in lieu of any fractional Shares, or whether such fractional Shares or any rights thereto shall be canceled, terminated or otherwise eliminated.

(k) This Plan shall be submitted to the competent foreign exchange regulatory authority and tax authority of the PRC for registration and shall be implemented in accordance with the relevant rules of these authorities with respect to Employees who are PRC residents.

(l) In order to assure the viability of Awards granted to Participants employed in various jurisdictions, the Committee may, in its sole discretion, provide for such special terms as it may consider necessary or appropriate to accommodate differences in local law, tax policy, or custom applicable in the jurisdiction in which the Participant resides or is employed. Moreover, the Committee may approve such supplements to, amendments, restatements or alternative versions of this Plan as it may consider necessary or appropriate for such purposes without thereby affecting the terms of this Plan as in effect for any other purpose; *provided, however*, that no such supplements, restatements or alternative versions shall increase the share limitations contained in Section 5 hereof. Notwithstanding the foregoing, the Committee may not take any actions hereunder, and no Awards shall be granted, that would violate any Applicable Laws.

(m) The Plan and all Award Agreements shall be governed by and construed in accordance with the laws of the Cayman Islands.

**Section 12.** *Effective Date of Plan.*

The Plan shall be effective as of the date of its approval by the stockholders of the Company.

**Section 13.** *Term of this Plan.*

No Award shall be granted under this Plan after the tenth anniversary of the effective date as determined in Section 12 hereof. However, unless otherwise expressly provided in this Plan or in an applicable Award Agreement, any Award theretofore granted may extend beyond such date, and the authority of the Committee to amend, alter, adjust, suspend, discontinue, or terminate any such Award, or to waive any conditions or rights under any such Award, and the authority of the Board to amend this Plan, shall extend beyond such date.

## IKANG HEALTHCARE GROUP, INC.

## AMENDED AND RESTATED 2013 FEBRUARY SHARE INCENTIVE PLAN

(effective as of February 26, 2013;  
amended on March 1, 2014;  
amended on June 30, 2014)

**Section 1. Purpose.**

The purpose of the iKang Healthcare Group, Inc. 2013 February Share Incentive Plan is to enhance the ability of iKang Healthcare Group, Inc. to attract and retain exceptionally qualified individuals and to encourage them to acquire a proprietary interest in the growth and performance of the Company.

**Section 2. Definitions.**

As used in this Plan, the following terms shall have the meanings set forth below:

- (a) “**Affiliate**” shall mean (i) any entity that, directly or indirectly, is controlled by the Company and (ii) any entity in which the Company has a significant equity interest, in either case as determined by the Committee.
  - (b) “**Applicable Laws**” shall mean all laws, statutes, regulations, ordinances, rules or governmental requirements that are applicable to this Plan or any Award granted pursuant to this Plan, including but not limited to applicable laws of the People’s Republic of China, the United States and the Cayman Islands, and the rules and requirements of any applicable securities exchange.
  - (c) “**Award**” shall mean any Option, award of Restricted Stock, Restricted Stock Unit or Other Stock-Based Award granted under this Plan.
  - (d) “**Award Agreement**” shall mean any written agreement, contract or other instrument or document evidencing any Award granted under this Plan.
  - (e) “**Board**” shall mean the board of directors of the Company.
  - (f) “**Cause**” shall mean, with respect to a Participant, the meaning defined in any employment agreement between the Participant and the Company then in effect or, if no such employment agreement is then in effect or Cause is not otherwise defined in an Award Agreement, “**Cause**” shall mean (i) the employee’s willful and continued failure substantially to perform his or her duties to the Company (other than as a result of total or partial incapacity due to physical or mental illness), (ii) dishonesty in the performance of the employee’s duties to the Company, (iii) the employee’s indictment for a felony under the laws of the jurisdiction in which the participant is employed (or, if there is no such concept as “indictment” in the applicable jurisdiction, such analogous procedural event following the employee’s arrest and prior to any conviction), (iv) any other act or omission on the part of the employee which is materially injurious to the financial condition or business reputation of the Company or any of its Affiliates, (v) the employee’s habitual drunkenness or use of illegal substance, or (vi) a material breach by the employee of any agreement with the Company or any of its Affiliates.
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(g) “**Code**” shall mean the United States Internal Revenue Code of 1986, as amended from time to time.

(h) “**Committee**” shall mean a committee of the Board designated by the Board to administer this Plan. Unless otherwise determined by the Board, the Compensation Committee designated by the Board shall be the Committee under this Plan. In the absence of any Compensation Committee or any other related designation by the Board, the Board shall assume all of the powers and responsibilities under this Plan.

(i) “**Company**” shall mean iKang Healthcare Group, Inc., together with any successor thereto.

(j) “**Company Sale**” shall mean:

(i) any transaction or series of related transactions in which all of the equity securities of the Company outstanding immediately prior to such transaction(s) no longer represent, or are converted into or exchanged for equity securities that no longer represent, immediately following such transaction(s), at least a majority, by voting power, of the equity securities of (A) the surviving or resulting entity or (B) if the surviving or resulting entity is a wholly owned subsidiary of another entity immediately following such transaction, the parent entity of such surviving or resulting entity;

(ii) any transaction or series of related transactions in which the Company, after completion of such transaction(s), ceases to control, directly or indirectly, one or more members of the Company Group holding substantially all of the assets and/or intellectual property of the Company Group taken as a whole; or

(iii) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Company or any other member(s) of the Company Group (as defined below), of all or substantially all the assets and/or intellectual property of the Company Group taken as a whole on a consolidated basis, or the sale or disposition (whether by merger or otherwise) of one or more members of the Company Group if substantially all of the assets and/or intellectual property of the Company Group taken as a whole and on a consolidated basis are held by such member(s) of the Company Group, except where such sale, lease, transfer, exclusive license or other disposition is to one or more other members of the Company Group.

“**Company Group**”, for the purpose hereof, means the Company, any of its subsidiaries, controlled entities and affiliates, together with each subsidiary of the aforementioned entities, and each Person (other than a natural person) that is, directly or indirectly, controlled by any of the foregoing, including but not limited to each joint venture in which any of the foregoing holds more than fifty percent (50%) of the voting power. The term “control” of a given Person shall mean the power or authority, whether exercised or not, to direct the business, management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; provided, that such power or authority shall conclusively be presumed to exist upon possession of beneficial ownership or power to direct the vote of more than fifty percent (50%) of the votes entitled to be cast at a meeting of the members or shareholders of such Person or power to control the composition of a majority of the board of directors of such Person. The terms “controlled” and “controlling” have meanings correlative to the foregoing.

- (k) “**Consultant**” means any individual, including an advisor, who is engaged by the Company or an Affiliate to render services and is compensated for such services, and any director of the Company whether or not compensated for such services.
- (l) “**Employee**” means any individual employed by the Company or an Affiliate.
- (m) “**Fair Market Value**” shall mean, with respect to any property (including, without limitation, any Shares or other securities) the fair market value of such property determined by such methods or procedures as shall be established from time to time by the Committee.
- (n) “**Option**” shall mean an option granted under Section 6 hereof.
- (o) “**Other Stock-Based Award**” shall mean any right granted under Section 8 hereof.
- (p) “**Participant**” shall mean an individual granted an Award under this Plan.
- (q) “**Person**” means any individual, sole proprietorship, partnership, firm, joint venture, estate, trust, unincorporated organization, association, corporation, institution, public benefit corporation, entity or governmental authority or other entity of any kind or nature.
- (r) “**Plan**” shall mean this iKang Healthcare Group, Inc. Share Incentive Plan, as amended from time to time.
- (s) “**Restricted Stock**” shall mean any Share granted under Section 7 hereof.
- (t) “**Restricted Stock Unit**” shall mean a contractual right granted under Section 7 hereof that is denominated in Shares, each of which represents a right to receive the value of a Share (or a percentage of such value, which percentage may be higher than 100%) upon the terms and conditions set forth in this Plan and the applicable Award Agreement.
- (u) “**Shares**” shall mean Class A common shares of the Company, \$0.01 par value.

(v) “**Substitute Awards**” shall mean Awards granted in assumption of, or in substitution for, outstanding awards previously granted by, or held by the employees of, a company or other entity or business acquired (directly or indirectly) by the Company or with which the Company combines.

**Section 3. Eligibility.**

(a) Employees and Consultants are eligible to participate in this Plan. An Employee or Consultant who has been granted an Award may, if he or she is otherwise eligible, be granted additional Awards.

(b) An individual who has agreed to accept employment by, or to provide services to, the Company or an Affiliate shall be deemed to be eligible for Awards hereunder as of the date of such agreement.

**Section 4. Administration.**

(a) The Plan shall be administered by the Committee, which may delegate its duties and powers in whole or in part to any subcommittee thereof. The Board may designate one or more directors as alternate members of the Committee who may replace any absent or disqualified member at any meeting of the Committee. The Committee may issue rules and regulations for administration of this Plan. It shall meet at such times and places as it may determine. A majority of the members of the Committee or the subcommittee described in this Section 4(a) shall constitute a quorum.

(b) Subject to the terms of this Plan and Applicable Laws, the Committee shall have full power and authority to: (i) designate Participants; (ii) determine the type or types of Awards (including Substitute Awards) to be granted to each Participant under this Plan; (iii) determine the number of Shares to be covered by (or with respect to which payments, rights, or other matters are to be calculated in connection with) Awards; (iv) determine the terms and conditions of any Award; (v) determine whether, to what extent, and under what circumstances Awards may be settled or exercised in cash, Shares, other securities, other Awards, or other property, or canceled, forfeited or suspended, and the method or methods by which Awards may be settled, exercised, canceled, forfeited or suspended; (vi) determine whether, to what extent, and under what circumstances cash, Shares, other securities, other Awards, other property, and other amounts payable with respect to an Award under this Plan shall be deferred either automatically or at the election of the holder thereof or of the Committee; (vii) interpret and administer this Plan and any instrument or agreement relating to, or Award made under, this Plan; (viii) establish, amend, suspend or waive such rules and regulations and appoint such agents as it shall deem appropriate for the proper administration of this Plan; (ix) determine whether and to what extent Awards should comply or continue to comply with any requirement of statute or regulation; and (x) make any other determination and take any other action that the Committee deems necessary or desirable for the administration of this Plan.

(c) All decisions of the Committee shall be final, conclusive and binding upon all Persons, including the Company, the stockholders of the Company and the Participants and their beneficiaries.

**Section 5. Shares Available for Awards.**

(a) Subject to adjustment as provided below, the maximum aggregate number of Shares that may be issued pursuant to all Awards shall not exceed 1,249,000.

(b) If, after the effective date of this Plan, any Shares covered by an Award, or to which such an Award relates, are forfeited, cancelled or if such an Award otherwise terminates without the delivery of Shares or of other consideration, then the Shares covered by such Award, or to which such Award relates, to the extent of any such forfeiture or termination, shall again be, or shall become, available for issuance under this Plan.

(c) In the event that any Option or other Award granted hereunder (other than a Substitute Award) is exercised through the delivery of Shares, or in the event that withholding tax liabilities arising from such Option or Award are satisfied by the withholding of Shares by the Company, the number of Shares available for Awards under this Plan shall be increased by the number of Shares so surrendered or withheld.

(d) Any Shares delivered pursuant to an Award may consist, in whole or in part, of authorized and unissued Shares or of treasury Shares.

(e) In the event that the Committee shall determine that any dividend or other distribution (whether in the form of cash, Shares, other securities, or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase or exchange of Shares or other securities of the Company, issuance of warrants or other rights to purchase Shares or other securities of the Company, or other similar corporate transaction or event affects the Shares such that an adjustment is determined by the Committee to be appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under this Plan, then the Committee shall, in such manner as it may deem equitable, adjust any or all of (i) the number and type of Shares (or other securities or property) which thereafter may be made the subject of Awards, including the aggregate and individual limits specified in Section 5(a) hereof, (ii) the number and type of Shares (or other securities or property) subject to outstanding Awards, (iii) the grant, purchase, or exercise price with respect to any Award or, if deemed appropriate, make provision for a cash payment to the holder of an outstanding Award, and (iv) the minimum number of Shares which may be purchased by the holder of an outstanding Award at any one time; *provided, however*, that the number of Shares subject to any Award denominated in Shares shall always be a whole number.

(f) Shares underlying Substitute Awards shall not reduce the number of Shares remaining available for issuance under this Plan.

**Section 6. Options.**

The Committee is hereby authorized to grant Options to Participants with the following terms and conditions and with such additional terms and conditions, in either case not inconsistent with the provisions of this Plan, as the Committee shall determine:

(a) The purchase price per Share under an Option shall be determined by the Committee and set forth in the Award Agreement; *provided, however,* that, except in the case of Substitute Awards, the purchase price under an Option granted to a U.S. person shall not be less than the Fair Market Value of a Share on the date of grant of such Option.

(b) The term of each Option shall be fixed by the Committee; *provided, however,* that the term shall be no more than ten years from the date of grant thereof.

(c) The Committee shall determine the time or times at which an Option may be exercised in whole or in part, and the method or methods by which, and the form or forms, including, without limitation, cash, Shares, other Awards, or other property, or any combination thereof, having a Fair Market Value on the exercise date equal to the relevant exercise price, in which, payment of the exercise price with respect thereto may be made or deemed to have been made.

**Section 7. Restricted Stock and Restricted Stock Units.**

(a) The Committee is hereby authorized to grant Awards of Restricted Stock and Restricted Stock Units to Participants.

(b) Shares of Restricted Stock and Restricted Stock Units shall be subject to such restrictions as the Committee may impose (including, without limitation, any limitation on the right to vote a Share of Restricted Stock or the right to receive any dividend or other right or property), which restrictions may lapse separately or in combination at such time or times, in such installments or otherwise, as the Committee may deem appropriate.

(c) Any share of Restricted Stock granted under this Plan may be evidenced in such manner as the Committee may deem appropriate including, without limitation, book-entry registration or issuance of a stock certificate or certificates, creation of a new class of shares or amendment of the Memorandum and/or Articles of Association of the Company. In the event any stock certificate is issued in respect of shares of Restricted Stock granted under this Plan, such certificate shall be registered in the name of the Participant and shall bear an appropriate legend referring to the terms, conditions, and restrictions applicable to such Restricted Stock.

**Section 8. Other Stock-Based Awards.**

The Committee is hereby authorized to grant to Participants such other Awards (including, without limitation, stock appreciation rights and rights to dividends and dividend equivalents) that are denominated or payable in, valued in whole or in part by reference to, or otherwise based on or related to, Shares (including, without limitation, securities convertible into Shares) as are deemed by the Committee to be consistent with the purposes of this Plan. Subject to the terms of this Plan, the Committee shall determine the terms and conditions of such Awards. Shares or other securities delivered pursuant to a purchase right granted under this Section 8 shall be purchased for such consideration, which may be paid by such method or methods and in such form or forms, including, without limitation, cash, Shares, other securities, other Awards, or other property, or any combination thereof, as the Committee shall determine, the value of which consideration, as established by the Committee, shall, except in the case of Substitute Awards, not be less than the Fair Market Value of such Shares or other securities as of the date such purchase right is granted.

**Section 9. General Provisions Applicable to Awards.**

(a) All Awards shall be evidenced by an Award Agreement between the Company and the Participant.

(b) Awards shall be granted for no cash consideration or for such minimal cash consideration as may be required by Applicable Laws.

(c) Awards may, in the discretion of the Committee, be granted either alone or in addition to or in tandem with any other Award or any award granted under any other plan of the Company. Awards granted in addition to or in tandem with other Awards, or in addition to or in tandem with awards granted under any other plan of the Company, may be granted either at the same time as or at a different time from the grant of such other Awards or awards.

(d) Subject to the terms of this Plan, payments or transfers to be made by the Company upon the grant, exercise or payment of an Award may be made in such form or forms as the Committee shall determine including, without limitation, cash, Shares, other securities, other Awards, or other property, or any combination thereof, and may be made in a single payment or transfer, in installments, or on a deferred basis, in each case in accordance with rules and procedures established by the Committee. Such rules and procedures may include, without limitation, provisions for the payment or crediting of reasonable interest on installment or deferred payments or the grant or crediting of dividend equivalents in respect of installment or deferred payments.

(e) (i) Unless the Committee shall otherwise determine, no Award and no right under any such Award, shall be assignable, alienable, saleable or transferable by a Participant otherwise than by will or by the laws of descent and distribution; *provided, however*, that, if so determined by the Committee, a Participant may, in the manner established by the Committee, designate a beneficiary or beneficiaries to exercise the rights of the Participant, and to receive any property distributable, with respect to any Award upon the death of the Participant. Each Award, and each right under any Award, shall be exercisable during the Participant's lifetime only by the Participant or, if permissible under Applicable Laws, by the Participant's guardian or legal representative. No Award and no right under any such Award, may be pledged, charged, mortgaged, alienated, attached, or otherwise encumbered, and any purported pledge, charge, mortgage, alienation, attachment or encumbrance thereof shall be void and unenforceable against the Company. The provisions of this paragraph shall not apply to any Award which has been fully exercised, earned or paid, as the case may be, and shall not preclude forfeiture of an Award in accordance with the terms thereof.

(ii) Notwithstanding Section 9(e)(i), the Committee may determine that an Award may be transferred by a Participant to a corporation, partnership or other legal entity solely owned by such Participant, to one or more members of such Participant's immediate family, to a partnership of which the only partners are members of such Participant's immediate family, or to a trust established by a Participant for the benefit of one or more members of such Participant's immediate family. For this purpose, immediate family means a Participant's spouse, parents, children, grandchildren and the spouses of such parents, children and grandchildren. A transferee described in this Section 9(e)(ii) may not further transfer such Award. A trust described in this Section 9(e)(ii) may not be amended to benefit any Person other than a member of the Participant's immediate family. An Award transferred pursuant to this Section 9(e)(ii) shall remain subject to all provisions of the Plan and the Award Agreement evidencing such Award.

(f) All certificates for Shares or other securities delivered under this Plan pursuant to any Award or the exercise thereof shall be subject to such stop transfer orders and other restrictions as the Committee may deem advisable under this Plan or the rules, regulations, and other requirements of the United States Securities and Exchange Commission, any stock exchange upon which such Shares or other securities are then listed, and any Applicable Laws, and the Committee may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions.

**Section 10. Amendment and Termination.**

(a) Except to the extent prohibited by Applicable Laws and unless otherwise expressly provided in an Award Agreement or in this Plan, the Board may amend, alter, suspend, discontinue or terminate this Plan or any portion thereof at any time; *provided, however*, that no such amendment, alteration, suspension, discontinuation or termination shall be made without (i) shareholder approval if such approval is necessary to comply with any tax or regulatory requirement for which or with which the Board deems it necessary or desirable to qualify or comply, (ii) shareholder approval for any amendment to this Plan that increases the total number of Shares reserved for the purposes of this Plan or changes the maximum number of Shares for which Awards may be granted to any Participant, or (iii) the consent of the affected Participant, if such action would adversely affect the rights of such Participant under any outstanding Award.

(b) The Committee may waive any conditions or rights under, amend any terms of, or amend, alter, suspend, discontinue or terminate, any Award theretofore granted, prospectively or retroactively, without the consent of any relevant Participant or holder or beneficiary of an Award; *provided, however*, that no such action shall adversely affect the rights of any affected Participant or holder or beneficiary under any Award theretofore granted under this Plan; and *provided further* that, except as provided in Section 5(e) hereof, no such action shall reduce the exercise price of any Option established at the time of grant thereof.

(c) The Committee shall be authorized to make adjustments in the terms and conditions of, and the criteria included in, Awards in recognition of unusual or nonrecurring events (including, without limitation, the events described in Section 5(e) hereof affecting the Company, or the financial statements of the Company, or of changes in Applicable Laws or accounting principles); whenever the Committee determines that such adjustments are appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under this Plan.

(d) Any provision of this Plan or any Award Agreement to the contrary notwithstanding, the Committee may cause any Award granted hereunder to be canceled in consideration of a cash payment or alternative Award made to the holder of such canceled Award equal in value to the Fair Market Value of such canceled Award.

(e) The Committee may correct any defect, supply any omission, or reconcile any inconsistency in this Plan or any Award in the manner and to the extent it shall deem desirable to carry this Plan into effect.

**Section 11. Miscellaneous.**

(a) No employee, independent contractor, Participant or other Person shall have any claim to be granted any Award under this Plan, and there is no obligation for uniformity of treatment of employees, independent contractors, Participants, or holders or beneficiaries of Awards under this Plan. The terms and conditions of Awards need not be the same with respect to each recipient.

(b) The Committee may delegate to one or more officers or managers of the Company, or a committee of such officers or managers, its authority under this Plan; *provided, however*, that any delegation to management shall conform with the requirements of the laws of the Cayman Islands, as in effect from time to time.

(c) No Shares shall be delivered under this Plan to any Participant until such Participant has made arrangements acceptable to the Committee for the satisfaction of any income and employment tax withholding obligations under all Applicable Laws. The Company shall be authorized to withhold from any Award granted or any payment due or transfer made under any Award or under this Plan or from any compensation or other amount owing to a Participant the amount (in cash, Shares, other securities, other Awards, or other property) of withholding taxes due in respect of an Award, its exercise, or any payment or transfer under such Award or under this Plan and to take such other action (including, without limitation, providing for elective payment of such amounts in cash, Shares, other securities, other Awards or other property by the Participant) as may be necessary in the opinion of the Company to satisfy all obligations for the payment of such taxes.

(d) Except as otherwise expressly authorized by the Committee, a Participant shall not be entitled to any privilege of share ownership as to any Shares not actually delivered to and held of record by the Participant.

(e) Nothing contained in this Plan shall prevent the Company from adopting or continuing in effect other or additional compensation arrangements, and such arrangements may be either generally applicable or applicable only in specific cases.

(f) The grant of an Award shall not be construed as giving a Participant the right to be retained in the employ or service of the Company or any Affiliate. Further, the Company or the applicable Affiliate may at any time dismiss a Participant from employment or terminate the services of an independent contractor, free from any liability, or any claim under this Plan, unless otherwise expressly provided in this Plan or in any Award Agreement or in any other agreement binding the parties.

(g) If any provision of this Plan or any Award is or becomes or is deemed to be invalid, illegal, or unenforceable in any jurisdiction, or as to any Person or Award, or would disqualify this Plan or any Award under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to Applicable Laws, or if it cannot be so construed or deemed amended without, in the determination of the Committee, materially altering the intent of this Plan or the Award, such provision shall be stricken as to such jurisdiction, Person or Award, and the remainder of this Plan and any such Award shall remain in full force and effect.

(h) Awards payable under this Plan shall be payable in Shares or from the general assets of the Company, and no special or separate reserve, fund or deposit shall be made to assure payment of such awards. No Participant, beneficiary or other Person shall have any right, title or interest in any fund or in any specific asset (including Shares, except as expressly otherwise provided) of the Company or one of its Subsidiaries by reason of any award hereunder.

(i) Neither this Plan nor any Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company and a Participant or any other Person. To the extent that any Person acquires a right to receive payments from the Company pursuant to an Award, such right shall be no greater than the right of any unsecured general creditor of the Company.

(j) No fractional Shares shall be issued or delivered pursuant to this Plan or any Award, and the Committee shall determine whether cash, other securities or other property shall be paid or transferred in lieu of any fractional Shares, or whether such fractional Shares or any rights thereto shall be canceled, terminated or otherwise eliminated.

(k) This Plan shall be submitted to the competent foreign exchange regulatory authority and tax authority of the PRC for registration and shall be implemented in accordance with the relevant rules of these authorities with respect to Employees who are PRC residents.

(l) In order to assure the viability of Awards granted to Participants employed in various jurisdictions, the Committee may, in its sole discretion, provide for such special terms as it may consider necessary or appropriate to accommodate differences in local law, tax policy, or custom applicable in the jurisdiction in which the Participant resides or is employed. Moreover, the Committee may approve such supplements to, amendments, restatements or alternative versions of this Plan as it may consider necessary or appropriate for such purposes without thereby affecting the terms of this Plan as in effect for any other purpose; *provided, however*, that no such supplements, restatements or alternative versions shall increase the share limitations contained in Section 5 hereof. Notwithstanding the foregoing, the Committee may not take any actions hereunder, and no Awards shall be granted, that would violate any Applicable Laws.

(m) The Plan and all Award Agreements shall be governed by and construed in accordance with the laws of the Cayman Islands.

**Section 12.** *Effective Date of Plan.*

The Plan shall be effective as of the date of February 26, 2013.

**Section 13.** *Term of this Plan.*

No Award shall be granted under this Plan after the tenth anniversary of the effective date as determined in Section 12 hereof. However, unless otherwise expressly provided in this Plan or in an applicable Award Agreement, any Award theretofore granted may extend beyond such date, and the authority of the Committee to amend, alter, adjust, suspend, discontinue, or terminate any such Award, or to waive any conditions or rights under any such Award, and the authority of the Board to amend this Plan, shall extend beyond such date.

## IKANG HEALTHCARE GROUP, INC.

## AMENDED AND RESTATED 2013 APRIL SHARE INCENTIVE PLAN

(effective as of April 28, 2013;  
amended on March 1, 2014;  
amended on June 30, 2014)

**Section 1. Purpose.**

The purpose of the iKang Healthcare Group, Inc. 2013 April Share Incentive Plan is to enhance the ability of iKang Healthcare Group, Inc. to attract and retain exceptionally qualified individuals and to encourage them to acquire a proprietary interest in the growth and performance of the Company.

**Section 2. Definitions.**

As used in this Plan, the following terms shall have the meanings set forth below:

- (a) “**Affiliate**” shall mean (i) any entity that, directly or indirectly, is controlled by the Company and (ii) any entity in which the Company has a significant equity interest, in either case as determined by the Committee.
- (b) “**Applicable Laws**” shall mean all laws, statutes, regulations, ordinances, rules or governmental requirements that are applicable to this Plan or any Award granted pursuant to this Plan, including but not limited to applicable laws of the People’s Republic of China, the United States and the Cayman Islands, and the rules and requirements of any applicable securities exchange.
- (c) “**Award**” shall mean any Option, award of Restricted Stock, Restricted Stock Unit or Other Stock-Based Award granted under this Plan.
- (d) “**Award Agreement**” shall mean any written agreement, contract or other instrument or document evidencing any Award granted under this Plan.
- (e) “**Board**” shall mean the board of directors of the Company.
- (f) “**Cause**” shall mean, with respect to a Participant, the meaning defined in any employment agreement between the Participant and the Company then in effect or, if no such employment agreement is then in effect or Cause is not otherwise defined in an Award Agreement, “**Cause**” shall mean (i) the employee’s willful and continued failure substantially to perform his or her duties to the Company (other than as a result of total or partial incapacity due to physical or mental illness), (ii) dishonesty in the performance of the employee’s duties to the Company, (iii) the employee’s indictment for a felony under the laws of the jurisdiction in which the participant is employed (or, if there is no such concept as “indictment” in the applicable jurisdiction, such analogous procedural event following the employee’s arrest and prior to any conviction), (iv) any other act or omission on the part of the employee which is materially injurious to the financial condition or business reputation of the Company or any of its Affiliates, (v) the employee’s habitual drunkenness or use of illegal substance, or (vi) a material breach by the employee of any agreement with the Company or any of its Affiliates.

(g) “**Code**” shall mean the United States Internal Revenue Code of 1986, as amended from time to time.

(h) “**Committee**” shall mean a committee of the Board designated by the Board to administer this Plan. Unless otherwise determined by the Board, the Compensation Committee designated by the Board shall be the Committee under this Plan. In the absence of any Compensation Committee or any other related designation by the Board, the Board shall assume all of the powers and responsibilities under this Plan.

(i) “**Company**” shall mean iKang Healthcare Group, Inc., together with any successor thereto.

(j) “**Company Sale**” shall mean:

(i) any transaction or series of related transactions in which all of the equity securities of the Company outstanding immediately prior to such transaction(s) no longer represent, or are converted into or exchanged for equity securities that no longer represent, immediately following such transaction(s), at least a majority, by voting power, of the equity securities of (A) the surviving or resulting entity or (B) if the surviving or resulting entity is a wholly owned subsidiary of another entity immediately following such transaction, the parent entity of such surviving or resulting entity;

(ii) any transaction or series of related transactions in which the Company, after completion of such transaction(s), ceases to control, directly or indirectly, one or more members of the Company Group holding substantially all of the assets and/or intellectually property of the Company Group taken as a whole; or

(iii) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Company or any other member(s) of the Company Group (as defined below), of all or substantially all the assets and/or intellectual property of the Company Group taken as a whole on a consolidated basis, or the sale or disposition (whether by merger or otherwise) of one or more members of the Company Group if substantially all of the assets and/or intellectually property of the Company Group taken as a whole and on a consolidated basis are held by such member(s) of the Company Group, except where such sale, lease, transfer, exclusive license or other disposition is to one or more other members of the Company Group.

“**Company Group**”, for the purpose hereof, means the Company, any of its subsidiaries, controlled entities and affiliates, together with each subsidiary of the aforementioned entities, and each Person (other than a natural person) that is, directly or indirectly, controlled by any of the foregoing, including but not limited to each joint venture in which any of the foregoing holds more than fifty percent (50%) of the voting power. The term “control” of a given Person shall mean the power or authority, whether exercised or not, to direct the business, management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; provided, that such power or authority shall conclusively be presumed to exist upon possession of beneficial ownership or power to direct the vote of more than fifty percent (50%) of the votes entitled to be cast at a meeting of the members or shareholders of such Person or power to control the composition of a majority of the board of directors of such Person. The terms “controlled” and “controlling” have meanings correlative to the foregoing.

(k) “**Consultant**” means any individual, including an advisor, who is engaged by the Company or an Affiliate to render services and is compensated for such services, and any director of the Company whether or not compensated for such services.

(l) “**Employee**” means any individual employed by the Company or an Affiliate.

(m) “**Fair Market Value**” shall mean, with respect to any property (including, without limitation, any Shares or other securities) the fair market value of such property determined by such methods or procedures as shall be established from time to time by the Committee.

(n) “**Option**” shall mean an option granted under Section 6 hereof.

(o) “**Other Stock-Based Award**” shall mean any right granted under Section 8 hereof.

(p) “**Participant**” shall mean an individual granted an Award under this Plan.

(q) “**Person**” means any individual, sole proprietorship, partnership, firm, joint venture, estate, trust, unincorporated organization, association, corporation, institution, public benefit corporation, entity or governmental authority or other entity of any kind or nature.

(r) “**Plan**” shall mean this iKang Healthcare Group, Inc. Share Incentive Plan, as amended from time to time.

(s) “**Restricted Stock**” shall mean any Share granted under Section 7 hereof.

(t) “**Restricted Stock Unit**” shall mean a contractual right granted under Section 7 hereof that is denominated in Shares, each of which represents a right to receive the value of a Share (or a percentage of such value, which percentage may be higher than 100%) upon the terms and conditions set forth in this Plan and the applicable Award Agreement.

(u) “**Shares**” shall mean Class A common shares of the Company, \$0.01 par value.

(v) “**Substitute Awards**” shall mean Awards granted in assumption of, or in substitution for, outstanding awards previously granted by, or held by the employees of, a company or other entity or business acquired (directly or indirectly) by the Company or with which the Company combines.

**Section 3. Eligibility.**

- (a) Employees and Consultants are eligible to participate in this Plan. An Employee or Consultant who has been granted an Award may, if he or she is otherwise eligible, be granted additional Awards.
- (b) An individual who has agreed to accept employment by, or to provide services to, the Company or an Affiliate shall be deemed to be eligible for Awards hereunder as of the date of such agreement.

**Section 4. Administration.**

- (a) The Plan shall be administered by the Committee, which may delegate its duties and powers in whole or in part to any subcommittee thereof. The Board may designate one or more directors as alternate members of the Committee who may replace any absent or disqualified member at any meeting of the Committee. The Committee may issue rules and regulations for administration of this Plan. It shall meet at such times and places as it may determine. A majority of the members of the Committee or the subcommittee described in this Section 4(a) shall constitute a quorum.
- (b) Subject to the terms of this Plan and Applicable Laws, the Committee shall have full power and authority to: (i) designate Participants; (ii) determine the type or types of Awards (including Substitute Awards) to be granted to each Participant under this Plan; (iii) determine the number of Shares to be covered by (or with respect to which payments, rights, or other matters are to be calculated in connection with) Awards; (iv) determine the terms and conditions of any Award; (v) determine whether, to what extent, and under what circumstances Awards may be settled or exercised in cash, Shares, other securities, other Awards, or other property, or canceled, forfeited or suspended, and the method or methods by which Awards may be settled, exercised, canceled, forfeited or suspended; (vi) determine whether, to what extent, and under what circumstances cash, Shares, other securities, other Awards, other property, and other amounts payable with respect to an Award under this Plan shall be deferred either automatically or at the election of the holder thereof or of the Committee; (vii) interpret and administer this Plan and any instrument or agreement relating to, or Award made under, this Plan; (viii) establish, amend, suspend or waive such rules and regulations and appoint such agents as it shall deem appropriate for the proper administration of this Plan; (ix) determine whether and to what extent Awards should comply or continue to comply with any requirement of statute or regulation; and (x) make any other determination and take any other action that the Committee deems necessary or desirable for the administration of this Plan.
- (c) All decisions of the Committee shall be final, conclusive and binding upon all Persons, including the Company, the stockholders of the Company and the Participants and their beneficiaries.

**Section 5. Shares Available for Awards.**

(a) Subject to adjustment as provided below, the maximum aggregate number of Shares that may be issued pursuant to all Awards shall not exceed 205,000.

(b) If, after the effective date of this Plan, any Shares covered by an Award, or to which such an Award relates, are forfeited, cancelled or if such an Award otherwise terminates without the delivery of Shares or of other consideration, then the Shares covered by such Award, or to which such Award relates, to the extent of any such forfeiture or termination, shall again be, or shall become, available for issuance under this Plan.

(c) In the event that any Option or other Award granted hereunder (other than a Substitute Award) is exercised through the delivery of Shares, or in the event that withholding tax liabilities arising from such Option or Award are satisfied by the withholding of Shares by the Company, the number of Shares available for Awards under this Plan shall be increased by the number of Shares so surrendered or withheld.

(d) Any Shares delivered pursuant to an Award may consist, in whole or in part, of authorized and unissued Shares or of treasury Shares.

(e) In the event that the Committee shall determine that any dividend or other distribution (whether in the form of cash, Shares, other securities, or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase or exchange of Shares or other securities of the Company, issuance of warrants or other rights to purchase Shares or other securities of the Company, or other similar corporate transaction or event affects the Shares such that an adjustment is determined by the Committee to be appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under this Plan, then the Committee shall, in such manner as it may deem equitable, adjust any or all of (i) the number and type of Shares (or other securities or property) which thereafter may be made the subject of Awards, including the aggregate and individual limits specified in Section 5(a) hereof, (ii) the number and type of Shares (or other securities or property) subject to outstanding Awards, (iii) the grant, purchase, or exercise price with respect to any Award or, if deemed appropriate, make provision for a cash payment to the holder of an outstanding Award, and (iv) the minimum number of Shares which may be purchased by the holder of an outstanding Award at any one time; *provided, however*, that the number of Shares subject to any Award denominated in Shares shall always be a whole number.

(f) Shares underlying Substitute Awards shall not reduce the number of Shares remaining available for issuance under this Plan.

**Section 6. Options.**

The Committee is hereby authorized to grant Options to Participants with the following terms and conditions and with such additional terms and conditions, in either case not inconsistent with the provisions of this Plan, as the Committee shall determine:

(a) The purchase price per Share under an Option shall be determined by the Committee and set forth in the Award Agreement; *provided, however,* that, except in the case of Substitute Awards, the purchase price under an Option granted to a U.S. person shall not be less than the Fair Market Value of a Share on the date of grant of such Option.

(b) The term of each Option shall be fixed by the Committee; *provided, however,* that the term shall be no more than ten years from the date of grant thereof.

(c) The Committee shall determine the time or times at which an Option may be exercised in whole or in part, and the method or methods by which, and the form or forms, including, without limitation, cash, Shares, other Awards, or other property, or any combination thereof, having a Fair Market Value on the exercise date equal to the relevant exercise price, in which, payment of the exercise price with respect thereto may be made or deemed to have been made.

**Section 7. *Restricted Stock and Restricted Stock Units.***

(a) The Committee is hereby authorized to grant Awards of Restricted Stock and Restricted Stock Units to Participants.

(b) Shares of Restricted Stock and Restricted Stock Units shall be subject to such restrictions as the Committee may impose (including, without limitation, any limitation on the right to vote a Share of Restricted Stock or the right to receive any dividend or other right or property), which restrictions may lapse separately or in combination at such time or times, in such installments or otherwise, as the Committee may deem appropriate.

(c) Any share of Restricted Stock granted under this Plan may be evidenced in such manner as the Committee may deem appropriate including, without limitation, book-entry registration or issuance of a stock certificate or certificates, creation of a new class of shares or amendment of the Memorandum and/or Articles of Association of the Company. In the event any stock certificate is issued in respect of shares of Restricted Stock granted under this Plan, such certificate shall be registered in the name of the Participant and shall bear an appropriate legend referring to the terms, conditions, and restrictions applicable to such Restricted Stock.

**Section 8. *Other Stock-Based Awards.***

The Committee is hereby authorized to grant to Participants such other Awards (including, without limitation, stock appreciation rights and rights to dividends and dividend equivalents) that are denominated or payable in, valued in whole or in part by reference to, or otherwise based on or related to, Shares (including, without limitation, securities convertible into Shares) as are deemed by the Committee to be consistent with the purposes of this Plan. Subject to the terms of this Plan, the Committee shall determine the terms and conditions of such Awards. Shares or other securities delivered pursuant to a purchase right granted under this Section 8 shall be purchased for such consideration, which may be paid by such method or methods and in such form or forms, including, without limitation, cash, Shares, other securities, other Awards, or other property, or any combination thereof, as the Committee shall determine, the value of which consideration, as established by the Committee, shall, except in the case of Substitute Awards, not be less than the Fair Market Value of such Shares or other securities as of the date such purchase right is granted.

**Section 9. General Provisions Applicable to Awards.**

(a) All Awards shall be evidenced by an Award Agreement between the Company and the Participant.

(b) Awards shall be granted for no cash consideration or for such minimal cash consideration as may be required by Applicable Laws.

(c) Awards may, in the discretion of the Committee, be granted either alone or in addition to or in tandem with any other Award or any award granted under any other plan of the Company. Awards granted in addition to or in tandem with other Awards, or in addition to or in tandem with awards granted under any other plan of the Company, may be granted either at the same time as or at a different time from the grant of such other Awards or awards.

(d) Subject to the terms of this Plan, payments or transfers to be made by the Company upon the grant, exercise or payment of an Award may be made in such form or forms as the Committee shall determine including, without limitation, cash, Shares, other securities, other Awards, or other property, or any combination thereof, and may be made in a single payment or transfer, in installments, or on a deferred basis, in each case in accordance with rules and procedures established by the Committee. Such rules and procedures may include, without limitation, provisions for the payment or crediting of reasonable interest on installment or deferred payments or the grant or crediting of dividend equivalents in respect of installment or deferred payments.

(e) (i) Unless the Committee shall otherwise determine, no Award and no right under any such Award, shall be assignable, alienable, saleable or transferable by a Participant otherwise than by will or by the laws of descent and distribution; *provided, however*, that, if so determined by the Committee, a Participant may, in the manner established by the Committee, designate a beneficiary or beneficiaries to exercise the rights of the Participant, and to receive any property distributable, with respect to any Award upon the death of the Participant. Each Award, and each right under any Award, shall be exercisable during the Participant's lifetime only by the Participant or, if permissible under Applicable Laws, by the Participant's guardian or legal representative. No Award and no right under any such Award, may be pledged, charged, mortgaged, alienated, attached, or otherwise encumbered, and any purported pledge, charge, mortgage, alienation, attachment or encumbrance thereof shall be void and unenforceable against the Company. The provisions of this paragraph shall not apply to any Award which has been fully exercised, earned or paid, as the case may be, and shall not preclude forfeiture of an Award in accordance with the terms thereof.

(ii) Notwithstanding Section 9(e)(i), the Committee may determine that an Award may be transferred by a Participant to a corporation, partnership or other legal entity solely owned by such Participant, to one or more members of such Participant's immediate family, to a partnership of which the only partners are members of such Participant's immediate family, or to a trust established by a Participant for the benefit of one or more members of such Participant's immediate family. For this purpose, immediate family means a Participant's spouse, parents, children, grandchildren and the spouses of such parents, children and grandchildren. A transferee described in this Section 9(e)(ii) may not further transfer such Award. A trust described in this Section 9(e)(ii) may not be amended to benefit any Person other than a member of the Participant's immediate family. An Award transferred pursuant to this Section 9(e)(ii) shall remain subject to all provisions of the Plan and the Award Agreement evidencing such Award.

(f) All certificates for Shares or other securities delivered under this Plan pursuant to any Award or the exercise thereof shall be subject to such stop transfer orders and other restrictions as the Committee may deem advisable under this Plan or the rules, regulations, and other requirements of the United States Securities and Exchange Commission, any stock exchange upon which such Shares or other securities are then listed, and any Applicable Laws, and the Committee may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions.

**Section 10. Amendment and Termination.**

(a) Except to the extent prohibited by Applicable Laws and unless otherwise expressly provided in an Award Agreement or in this Plan, the Board may amend, alter, suspend, discontinue or terminate this Plan or any portion thereof at any time; *provided, however*, that no such amendment, alteration, suspension, discontinuation or termination shall be made without (i) shareholder approval if such approval is necessary to comply with any tax or regulatory requirement for which or with which the Board deems it necessary or desirable to qualify or comply, (ii) shareholder approval for any amendment to this Plan that increases the total number of Shares reserved for the purposes of this Plan or changes the maximum number of Shares for which Awards may be granted to any Participant, or (iii) the consent of the affected Participant, if such action would adversely affect the rights of such Participant under any outstanding Award.

(b) The Committee may waive any conditions or rights under, amend any terms of, or amend, alter, suspend, discontinue or terminate, any Award theretofore granted, prospectively or retroactively, without the consent of any relevant Participant or holder or beneficiary of an Award; *provided, however*, that no such action shall adversely affect the rights of any affected Participant or holder or beneficiary under any Award theretofore granted under this Plan; and *provided further* that, except as provided in Section 5(e) hereof, no such action shall reduce the exercise price of any Option established at the time of grant thereof.

(c) The Committee shall be authorized to make adjustments in the terms and conditions of, and the criteria included in, Awards in recognition of unusual or nonrecurring events (including, without limitation, the events described in Section 5(e) hereof affecting the Company, or the financial statements of the Company, or of changes in Applicable Laws or accounting principles); whenever the Committee determines that such adjustments are appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under this Plan.

(d) Any provision of this Plan or any Award Agreement to the contrary notwithstanding, the Committee may cause any Award granted hereunder to be canceled in consideration of a cash payment or alternative Award made to the holder of such canceled Award equal in value to the Fair Market Value of such canceled Award.

(e) The Committee may correct any defect, supply any omission, or reconcile any inconsistency in this Plan or any Award in the manner and to the extent it shall deem desirable to carry this Plan into effect.

**Section 11. Miscellaneous.**

(a) No employee, independent contractor, Participant or other Person shall have any claim to be granted any Award under this Plan, and there is no obligation for uniformity of treatment of employees, independent contractors, Participants, or holders or beneficiaries of Awards under this Plan. The terms and conditions of Awards need not be the same with respect to each recipient.

(b) The Committee may delegate to one or more officers or managers of the Company, or a committee of such officers or managers, its authority under this Plan; *provided, however*, that any delegation to management shall conform with the requirements of the laws of the Cayman, as in effect from time to time.

(c) No Shares shall be delivered under this Plan to any Participant until such Participant has made arrangements acceptable to the Committee for the satisfaction of any income and employment tax withholding obligations under all Applicable Laws. The Company shall be authorized to withhold from any Award granted or any payment due or transfer made under any Award or under this Plan or from any compensation or other amount owing to a Participant the amount (in cash, Shares, other securities, other Awards, or other property) of withholding taxes due in respect of an Award, its exercise, or any payment or transfer under such Award or under this Plan and to take such other action (including, without limitation, providing for elective payment of such amounts in cash, Shares, other securities, other Awards or other property by the Participant) as may be necessary in the opinion of the Company to satisfy all obligations for the payment of such taxes.

(d) Except as otherwise expressly authorized by the Committee, a Participant shall not be entitled to any privilege of share ownership as to any Shares not actually delivered to and held of record by the Participant.

(e) Nothing contained in this Plan shall prevent the Company from adopting or continuing in effect other or additional compensation arrangements, and such arrangements may be either generally applicable or applicable only in specific cases.

(f) The grant of an Award shall not be construed as giving a Participant the right to be retained in the employ or service of the Company or any Affiliate. Further, the Company or the applicable Affiliate may at any time dismiss a Participant from employment or terminate the services of an independent contractor, free from any liability, or any claim under this Plan, unless otherwise expressly provided in this Plan or in any Award Agreement or in any other agreement binding the parties.

(g) If any provision of this Plan or any Award is or becomes or is deemed to be invalid, illegal, or unenforceable in any jurisdiction, or as to any Person or Award, or would disqualify this Plan or any Award under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to Applicable Laws, or if it cannot be so construed or deemed amended without, in the determination of the Committee, materially altering the intent of this Plan or the Award, such provision shall be stricken as to such jurisdiction, Person or Award, and the remainder of this Plan and any such Award shall remain in full force and effect.

(h) Awards payable under this Plan shall be payable in Shares or from the general assets of the Company, and no special or separate reserve, fund or deposit shall be made to assure payment of such awards. No Participant, beneficiary or other Person shall have any right, title or interest in any fund or in any specific asset (including Shares, except as expressly otherwise provided) of the Company or one of its Subsidiaries by reason of any award hereunder.

(i) Neither this Plan nor any Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company and a Participant or any other Person. To the extent that any Person acquires a right to receive payments from the Company pursuant to an Award, such right shall be no greater than the right of any unsecured general creditor of the Company.

(j) No fractional Shares shall be issued or delivered pursuant to this Plan or any Award, and the Committee shall determine whether cash, other securities or other property shall be paid or transferred in lieu of any fractional Shares, or whether such fractional Shares or any rights thereto shall be canceled, terminated or otherwise eliminated.

(k) This Plan shall be submitted to the competent foreign exchange regulatory authority and tax authority of the PRC for registration and shall be implemented in accordance with the relevant rules of these authorities with respect to Employees who are PRC residents.

(l) In order to assure the viability of Awards granted to Participants employed in various jurisdictions, the Committee may, in its sole discretion, provide for such special terms as it may consider necessary or appropriate to accommodate differences in local law, tax policy, or custom applicable in the jurisdiction in which the Participant resides or is employed. Moreover, the Committee may approve such supplements to, amendments, restatements or alternative versions of this Plan as it may consider necessary or appropriate for such purposes without thereby affecting the terms of this Plan as in effect for any other purpose; *provided, however*, that no such supplements, restatements or alternative versions shall increase the share limitations contained in Section 5 hereof. Notwithstanding the foregoing, the Committee may not take any actions hereunder, and no Awards shall be granted, that would violate any Applicable Laws.

(m) The Plan and all Award Agreements shall be governed by and construed in accordance with the laws of the Cayman Islands.

**Section 12.** *Effective Date of Plan.*

The Plan shall be effective as of April 28, 2013.

**Section 13.** *Term of this Plan.*

No Award shall be granted under this Plan after the tenth anniversary of the effective date as determined in Section 12 hereof. However, unless otherwise expressly provided in this Plan or in an applicable Award Agreement, any Award theretofore granted may extend beyond such date, and the authority of the Committee to amend, alter, adjust, suspend, discontinue, or terminate any such Award, or to waive any conditions or rights under any such Award, and the authority of the Board to amend this Plan, shall extend beyond such date.

**FORM OF OPTION OFFERING AGREEMENT**

This OPTION OFFERING AGREEMENT (this “Agreement”), dated as of [ ] is by and among iKang Healthcare Group, Inc., a corporation organized under the laws of the Cayman Islands (together with all of its subsidiaries and affiliates, refer as the “Company”) and [ ] (“Grantee”). NOW, in reliance upon the representations and warranties made herein and in consideration of the mutual agreements set forth herein and other consideration, the adequacy of which is hereby acknowledged, the parties hereto agree as follows:

**Options**

1. In recognizing the service Grantee rendered to the Company, the Company agrees to grant Grantee [ ] shares option to purchase the Company’s Common Stock at US\$[ ] per share. These options shall expire at [ ]. If Grantee doesn’t fulfill his obligations listed below in clause 4, 5, 6 and 8, Grantee’s rights under any then outstanding Option, whether or not vested, shall terminate at the time of violation.

**Exercise of Options**

2. The options granted above can be exercised only when the Company’s Common Stock becomes public traded or the Company is acquired in the future.

**Release**

3. In consideration of Grantee’s receipt of the Shares from Company, Grantee voluntarily, knowingly and willingly release and forever discharge the Company, its subsidiaries, affiliates, together with each of those entities’ respective officers, directors, shareholders, employees, agents, fiduciaries and administrators (collectively, the “Releasees”) from any and all claims and rights of any nature whatsoever which Grantee now has as of this Agreement Date, and/or he may have in the future against such Releasees that arise from or relating to Grantee’s association with the Company. This release specifically includes, but is not limited to, any claims based upon the right to the payment of wages, bonuses, vacation, pension benefits, stock benefits or any other employee benefits, or any other rights arising under any law of the jurisdiction(s) in which Grantee reside and in which Company does business. Grantee further represents that he has not filed against the Company or any of the other Releasees, any complaints, charges or lawsuits with any governmental agency or any court prior to the date hereof.

**Non-Competition**

4. Grantee agrees that, two years following the date of the Agreement, Grantee will not, directly or indirectly, own, manage, operate, control or participate in the ownership, management or control of, or be connected as an officer, employee, partner, director, or otherwise with, or have any material financial interest in, or aid or assist anyone else in the conduct of, any entity or business that is engaged in the development, operation and marketing of healthcare management and consulting businesses in People’s Republic of China (the “Competitive Business”), provided, however, Grantee may own up to 2% of public traded securities of a company that is engaged in the Competitive Business.
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Other Obligations/Miscellaneous

5. The Company and Grantee agree to keep the existence and terms of this Agreement completely confidential, except that each party may disclose it confidentially to legal counsel or to tax advisors, to enforce its terms or to respond to a valid subpoena or other legal process. In addition, Grantee may disclose it confidentially to members of his immediate family. Any individual to whom Grantee disclose this Agreement must be told that the information disclosed to them is confidential and may not be discussed with others.
6. Grantee and the officers of the Company agree that neither will make, nor cause to be made, any statements, observations or opinions, or communicate any information (whether oral or written) that disparages or is likely in any way to harm the reputation of the other or of the other's parent, subsidiary, and/or affiliate companies.
7. The Company's offer to Grantee of this Agreement is not intended to, and shall not be construed as, any admission of liability by the Company.
8. In view of the nature of Grantee's association and the nature of the confidential information of the Company's and of the Company's subsidiary and affiliate companies, to which Grantee has had access during the course of his association, Grantee agrees that any unauthorized disclosure to third parties of any such confidential information would cause irreparable damage to the trade secret status of such information and to the Company and to its subsidiary and affiliate companies, and that, since the Company and its subsidiary and affiliate companies would have no adequate remedy at law, in the event such a disclosure or threatened disclosure is proven, the Company will be entitled to an injunction, prohibiting Grantee from any such disclosure or attempted disclosure.
9. The parties hereto hereby agree that this Agreement, and the respective rights, duties and obligations of the parties hereunder, shall be governed by and construed in accordance with the laws of People's Republic of China and the laws of the State of New York, without giving effect to principles of conflicts of law thereunder.
10. This Agreement embodies the entire agreement of the parties hereto in respect of, and there are no other agreements or understandings, written or oral, among the parties relating to, the subject matter hereof. This Agreement supersedes all prior agreements and understandings, written or oral, between the parties with respect to such subject matter.
11. Any provision of this Agreement which is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, but such invalidity or unenforceability shall not affect in any way the remaining provisions hereof provided that such invalidity or unenforceability does not deny any party the material benefits of the transactions for which it has bargained.

IN WITNESS WHEREOF, the parties hereto each have caused this Agreement to be duly executed as of the day and year first above written.

IKANG HEALTHCARE GROUP, INC.

By: \_\_\_\_\_

Name:

Title:

\_\_\_\_\_

[ ]

IKANG HEALTHCARE GROUP, INC.

STOCK OPTION AGREEMENT

1. Grant of Option. IKANG HEALTHCARE GROUP, INC., an exempted corporation organized and existing under the laws of the Cayman Islands (the “Company”), hereby grants to \_\_\_\_\_, a citizen of the \_\_\_\_\_ (the “\_\_\_\_\_”) whose passport/ID number is \_\_\_\_\_ (the “Optionee”), an option to purchase an aggregate of \_\_\_\_\_ ( ) shares of Class A Common Shares (“Common Shares”) of the Company at a price of \_\_\_\_\_ per share, purchasable as set forth in and subject to the terms and conditions of this option. Except where the context otherwise requires, the term “Company” shall include the parent and all present and future subsidiaries of the Company.

2. Vesting of Shares.

(a) Vesting Schedule. Except as otherwise provided in this Section 2, this option shall be vested in four equal installments in 48 months beginning from the date hereof, such that:

(i) Upon the ending of the twelfth month from the date of grant, the Optionee may purchase up to one third (1/4) of the total shares subject to this option;

(ii) Upon the ending of the twenty-fourth month from the date of grant, the Optionee may purchase up to an additional one third (1/4) of the total shares subject to this option.

(iii) Upon the ending of the thirty-sixth month from the date of grant, the Optionee may purchase up to the last one third (1/4) of the total shares subject to this option.

(iv) Upon the ending of the forty-eighth month from the date of grant, the Optionee may purchase up to the last one third (1/4) of the total shares subject to this option

(b) Termination With Cause. In the event that the Company terminates the Optionee’s employment for “Cause”, all shares subject to this option that are not vested as of the date of termination shall be immediately forfeited. For purposes hereof, “Cause” shall mean termination based upon (i) the failure by the Optionee to reach the target which has been set and signed between the Optionee and the Company; (ii) the willful failure by the Optionee to follow directions communicated to him/her by Chief Executive Officer of the Company, provided that the directions are legal, reasonable, and within the bounds of the executive’s duties; (iii) dishonesty in the performance of the Optionee’s duties to the Company; (iv) the willful engaging by the Optionee in conduct which is materially injurious to the Company, monetarily or otherwise; (v) a conviction of, a plea of *nolo contendere*, a guilty plea or confession by the Optionee to an act of fraud, misappropriation or embezzlement or to a felony; (vi) the Optionee’s habitual drunkenness or use of illegal substances; (vii) a material breach by the Optionee of this Agreement; or (viii) an act of gross neglect or gross misconduct which the Company deems to be good and sufficient cause.

(c) In the event that the Optionee's employment is terminated due to "Disability", the Optionee shall be entitled to immediate vesting as of the date of termination for 50% of the remaining shares subject to option that are unvested as of the date of termination. All other shares subject to this option that are not vested in accordance with the preceding sentence shall be immediately forfeited. For purposes hereof, "Disability" shall mean the Optionee's inability, as a result of a physical or mental illness, to perform the duties assigned to him/her for a period of three (3) consecutive months or for any non-consecutive period of five (5) months during the term of Optionee's employment with the Company.

(d) Termination Upon Death. In the event that the Optionee's employment is terminated because of the Optionee's death, the Optionee shall be entitled to immediate vesting as of the date of termination for 50% of the remaining shares subject to this option that are unvested as of the date of death. All other shares subject to this option that are not vested in accordance with the preceding sentence shall be immediately forfeited.

(e) Termination without Cause. If the Optionee's employment is terminated without cause, the Optionee shall be entitled to immediate vesting as of the date of termination 50% of the remaining shares subject to this option that are unvested as of the date of termination. All other shares subject to this option that are not vested in accordance with the preceding sentences shall be immediately forfeited.

(f) Termination Upon the Optionee's Resignation. In the event that the Optionee resigns his/her employment with the Company, all shares subject to this option that are not vested as of the date of termination shall be immediately forfeited.

### 3. Exercise of Option.

(a) Except as otherwise provided in this Agreement, this option may be exercised to the extent of the number of shares already vested at any time prior to the tenth anniversary of the date of grant (hereinafter the "Expiration Date").

The right of exercise as to the vested shares shall be cumulative so that if the option is not exercised to the maximum extent permissible during any exercise, it shall be exercisable, in whole or in part, with respect to all shares not so purchased at any time prior to the Expiration Date or the earlier termination of this option. This option may not be exercised at any time on or after the Expiration Date, except as otherwise provided in Section 3(e) below.

(b) Exercise Procedure. Subject to the conditions set forth in this Agreement, this option shall be exercised by the Optionee's delivery of a written notice of exercise substantially in the form set forth in Attachment A hereto to the board of directors (the "Board") of the Company, specifying the number of shares to be purchased and the purchase price to be paid therefor and accompanied by payment in full in accordance with Section 4. Such exercise shall be effective upon receipt by the Board of such written notice together with the required payment.

The Optionee may purchase less than the number of shares covered hereby, provided that no partial exercise of this option may be for any fractional share or for fewer than ten whole shares.

(c) Continuous Relationship with the Company. Except as otherwise provided in this Section 3, this option may not be exercised unless the Optionee, at the time he or she exercises this option, is, and has been at all times since the date of grant of this option, an employee, officer or director of, or consultant or advisor to, the Company (an "Eligible Optionee").

(d) Termination of Relationship with the Company. If the Optionee ceases to be an Eligible Optionee for any reason, then, except as provided in paragraphs (e) and (f) below, the right to exercise this option shall terminate three (3) months after such cessation (but in no event after the Expiration Date), provided that this option shall be exercisable only to the extent of the vested shares. Notwithstanding the foregoing, if the Optionee, prior to the Expiration Date, materially violates the non-competition or confidentiality provisions of the Employment Agreement, confidentiality and nondisclosure agreement or other agreement between the Optionee and the Company, the right to exercise this option shall terminate immediately upon written notice to the Optionee from the Company describing such violation.

(e) Exercise Period Upon Death or Disability. If the Optionee dies or becomes disabled prior to the Expiration Date while he or she is an Eligible Optionee, or if the Optionee dies within three months after the Optionee ceases to be an Eligible Optionee (other than as the result of a termination of such relationship by the Company for "Cause" as specified in paragraph (f) below), this option shall be exercisable, within the period of one year following the date of death or disability of the Optionee (whether or not such exercise occurs before the Expiration Date), by the Optionee or by the person to whom this option is transferred by will or the laws of descent and distribution, provided that this option shall be exercisable only to the extent of the vested shares. Except as otherwise indicated by the context, the term "Optionee", as used in this option, shall be deemed to include the estate of the Optionee or any person who acquires the right to exercise this option by bequest or inheritance or otherwise by reason of the death of the Optionee.

(f) Discharge for Cause. If the Optionee, prior to the Expiration Date, is discharged by the company for "Cause", the right to exercise this option shall terminate immediately upon such cessation of employment..

4. Payment of Purchase Price.

Payment of the purchase price for shares purchased upon exercise of this option shall be made by delivery to the Company of cash or a check to the order of the Company in an amount equal to the purchase price of such shares.

5. Delivery of Shares; Compliance With Securities Laws, Etc.

(a) General. The Company shall, upon payment of the option price for the number of shares purchased and paid for, make prompt delivery of such shares to the Optionee, provided that if any law or regulation requires the Company to take any action with respect to such shares before the issuance thereof, then the date of delivery of such shares shall be extended for the period necessary to complete such action.

(b) Listing, Qualification, Etc. This option shall be subject to the requirement that if, at any time, counsel to the Company shall determine that the listing, registration or qualification of the shares subject hereto upon any securities exchange or under any state or federal law, or the consent or approval of any governmental or regulatory body, or that the disclosure of non-public information or the satisfaction of any other condition is necessary as a condition of, or in connection with, the issuance or purchase of shares hereunder, this option may not be exercised, in whole or in part, unless such listing, registration, qualification, consent or approval, disclosure or satisfaction of such other condition shall have been effected or obtained on terms acceptable to the Board. Nothing herein shall be deemed to require the Company to apply for, effect or obtain such listing, registration, qualification or disclosure, or to satisfy such other condition.

6. Nontransferability of Option. This option is personal and no rights granted hereunder may be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) nor shall any such rights be subject to execution, attachment or similar process, except that this option may be transferred by will or the laws of descent. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of this option or of such rights contrary to the provisions hereof, or upon the levy of any attachment or similar process upon this option or such rights, this option and such rights shall, at the election of the Company, become null and void.

7. No Special Employment or Similar Rights. Nothing contained in this option shall be construed or deemed by any person under any circumstances to bind the Company to continue the employment or other relationship of the Optionee with the Company for the period within which this option may be exercised.

8. Rights as a Shareholder. The Optionee shall have no rights as a shareholder with respect to any shares which may be purchased by exercise of this option (including, without limitation, any rights to receive dividends or non-cash distributions with respect to such shares) unless and until a certificate representing such shares is duly issued and delivered to the Optionee. No adjustment shall be made for dividends or other rights for which the record date is prior to the date such stock certificate is issued.

9. Adjustment Provisions.

(a) General. If, through or as a result of any merger, consolidation, sale of all or substantially all of the assets of the Company, reorganization, recapitalization, reclassification, stock dividend, stock split, reverse stock split or other similar transaction, (i) the outstanding shares of Common Shares are increased or decreased or are exchanged for a different number or kind of shares or other securities of the Company, or (ii) additional shares or new or different shares or other securities of the Company or other non-cash assets are distributed with respect to such shares of Common Shares or other securities, the Optionee shall, with respect to this option or any unexercised portion hereof, be entitled to the rights and benefits, and be subject to the limitations, set forth in the Employee Stock Option Plan to be adopted by the Company, simultaneously with signing of this Agreement.

(b) Board Authority to Make Adjustments. Any adjustments under this Section 9 will be made by the Board, whose determination as to what adjustments, if any, will be made and the extent thereof will be final, binding and conclusive. No fractional shares will be issued pursuant to this option on account of any such adjustments.

10. Mergers, Consolidation, Distributions, Liquidations Etc. In the event of a merger or consolidation or sale of all or substantially all of the assets of the Company in which outstanding Common Shares are exchanged for securities, cash or other property of any other corporation or business entity, or in the event of a liquidation of the Company, prior to the Expiration Date or termination of this option, the Optionee shall, with respect to this option or any unexercised portion hereof, be entitled to the rights and benefits, and be subject to the limitations, set forth in the Employee Stock Option Plan to be adopted by the Company.

11. Restrictions on and Obligations of Common Shareholders Etc. The holders of Common Shares (the "Common Shareholders") have entered into a Shareholders' Agreement with the holders of preferred shares of the Company (the "Preferred Shareholders"), whereunder the Common Shareholders are being bound with certain restrictions and obligations. By execution of this Agreement, the Optionee agrees to be bound by the terms of then effective Shareholders' Agreements among the shareholders and the Company upon the Optionee becoming a Common Shareholder of the Company.

12. Investment Representations; Legends.

(a) Representations. The Optionee represents, warrants and covenants that:

(i) Any shares purchased upon exercise of this option shall be acquired for the Optionee's account for investment only, and not with a view to, or for sale in connection with, any distribution of the shares in violation of the Securities Act of 1933, as amended (the "Securities Act"), or any rule or regulation under the Securities Act, or any other applicable securities laws.

(ii) The Optionee has had such opportunity as he or she has deemed adequate to obtain from representatives of the Company such information as is necessary to permit the Optionee to evaluate the merits and risks of his or her investment in the Company.

(iii) The Optionee is able to bear the economic risk of holding such shares acquired pursuant to the exercise of this option for an indefinite period.

(iv) The Optionee understands that (A) the shares acquired pursuant to the exercise of this option will not be registered under the Securities Act and are "restricted securities" within the meaning of Rule 144 under the Securities Act; (B) such shares cannot be sold, transferred or otherwise disposed of unless they are subsequently registered under the Securities Act or an exemption from registration is then available; (C) in any event, an exemption from registration under Rule 144 or otherwise under the Securities Act not be available for at least two years and even then will not be available unless a public market then exists for the Common Shares, adequate information concerning the Company is then available to the public, and other terms and conditions of Rule 144 are complied with; and (D) there is now no registration statement on file with the Securities and Exchange Commission with respect to any stock of the Company and the Company has no obligation or current intention to register any shares acquired pursuant to the exercise of this option under the Securities Act.

(v) The Optionee agrees that, if the Company offers any of its Common Shares for sale pursuant to a registration statement under the Securities Act, the Optionee will not, without the prior written consent of the Company, offer, sell, contract to sell or otherwise dispose of, directly or indirectly (a "Disposition"), any shares purchased upon exercise of this option for a period of 90 days after the effective date of such registration statement.

By making payment upon exercise of this option, the Optionee shall be deemed to have reaffirmed, as of the date of such payment, the representations made in this Section 12.

(b) Legends on Stock Certificate. All stock certificates representing shares of Common Shares issued to the Optionee upon exercise of this option shall have affixed thereto legends substantially in the following forms, in addition to any other legends required by any other applicable laws:

“The shares of stock represented by this certificate have not been registered under the Securities Act of 1933, as amended (the “Act”), and may not be transferred, sold or otherwise disposed of in the absence of an effective registration statement with respect to the shares evidenced by this certificate, filed and made effective under the Act, or an opinion of counsel satisfactory to the Company to the effect that registration under such Act is not required.

“The shares of stock represented by this certificate are subject to certain restrictions on transfer contained in a Stock Option Agreement and a Shareholders’ Agreement, copies of which will be furnished upon request by the Company.”

13. Miscellaneous.

(a) Except as provided herein, this option may not be amended or otherwise modified unless evidenced in writing and signed by the Company and the Optionee.

(b) All notices under this option shall be mailed or delivered by hand to the parties at their respective addresses set forth beneath their names below or at such other address as may be designated in writing by either of the parties to one another.

(c) This option shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflicts of law rules.

Date of Grant:

IKANG HEALTHCARE GROUP, INC.

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By:

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Title:

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Address:

OPTIONEE'S ACCEPTANCE

The undersigned hereby accepts the foregoing option and agrees to the terms and conditions thereof.

OPTIONEE

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Address:

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Attachment A:

**IKANG HEALTHCARE GROUP, INC.  
NOTICE OF EXERCISE OF STOCK OPTION**

**I. OPTIONEE INFORMATION:**

- a. Name: \_\_\_\_\_  
b. Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Mobile Phone: \_\_\_\_\_

**II. OPTION INFORMATION:**

- a. Date of Grant: \_\_\_\_\_  
b. Total number of shares of Class A Common Shares of iKang Healthcare Group, Inc. (the "Company") covered by option: \_\_\_\_\_  
c. Exercise Price per Share: \_\_\_\_\_

**III. EXERCISE INFORMATION:**

- a. Number of shares of Class A Common Shares of the Company for which option is being exercised now: \_\_\_\_\_ . (These shares are referred to below as the "Purchased Shares".)  
b. Total Exercise Price for the Purchased Shares: \_\_\_\_\_ .  
c. Form of payment [CHECK ONE THAT APPLIES]:  
 Check for US\$ \_\_\_\_\_ made payable to "iKang Healthcare Group, Inc".  
 Cash in the amount of US\$ \_\_\_\_\_ .  
d. Name in which the Purchased Shares should be registered: \_\_\_\_\_  
e. The certificate for the Purchased Shares should be sent to the following address:  
Address: \_\_\_\_\_

**IV. ACKNOWLEDGMENTS**

1. I understand that the Purchased Shares are subject to terms and conditions set forth in the Stock Option Agreement between I and the Company.
2. I hereby acknowledge that I received and read a copy of the Shareholders' Agreement describing the restrictions on the obligations of me as a holder of Class A Common Shares.

By attaching my Signature below, I hereby execute this notice of exercise.

SIGNATURE: \_\_\_\_\_  
By: \_\_\_\_\_  
Date: \_\_\_\_\_

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (OR SIMILAR LAW OR REGULATION OUTSIDE THE U.S.), AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISTRIBUTION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933 (OR SIMILAR LAW OR REGULATION OUTSIDE THE U.S.).

Warrant No.  
Date of Issuance:

**IKANG HEALTHCARE GROUP, INC.**

**Form of Class A Common Shares Purchase Warrant**

IKANG HEALTHCARE GROUP, INC., a limited liability company organized and existing under the laws of the Cayman Islands (the “**Company**”), hereby certifies that [ ], a citizen of [ ], or her registered assigns (the “**Registered Holder**”), is entitled, subject to the terms set forth below, to purchase from the Company, at any time during the Exercise Period, [ ] of the Company’s Class A Common Shares at the per share purchase price of US\$[ ].

Capitalized terms used herein without definitions shall have the meanings assigned to them in the Company’s Amended and Restated Memorandum of Association and Articles of Association, as amended from time to time.

1. Number of Warrant Shares.

(a) Purchase of Warrant Shares.

Subject to the terms and conditions hereinafter set forth, the Registered Holder is entitled to purchase from the Company up to [ ] Warrant Shares (“**Warrant Shares**”) at the Exercise Price (as defined below). The number of Warrant Shares shall be subject to adjustment from time to time pursuant to Section 3 of this Warrant.

(b) Exercise Price.

As part of reward for contribution of the Registered Holder to the business performance of the Company, the Company and the Registered Holder hereby agree that the exercise price shall be set at US[ ] (“**Exercise Price**”) per Class A Common Share.

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(c) Exercise Period.

One Warrant Shares under this Warrant shall be exercisable for one Class A Common Share or other category of common share of the Company starting from the date of completion of initial public offering and listing of the Company on a stock exchange and registration of this Warrant with competent foreign exchange authority of People's Republic of China in accordance with Application Procedure of Foreign Exchange Administration for Domestic Individuals Participating in Employee Stock Holding Plan or Stock Option Plan of Overseas-Listed Company or other later superseded rules (the "Circular 78") or the date of closing of a Liquidation of the Company (either referred to as "Exercisable Date") until, and inclusive of, the date which is two (2) year from the Exercisable Date (the "Exercise Period").

2. Exercise.

(a) Manner of Exercise.

Subject to applicable laws, regulations and rules, while this Warrant remains outstanding and exercisable in accordance with Section 1(d) above, this Warrant may be exercised by the Registered Holder, in whole and never in part, by surrendering this Warrant, with the purchase/exercise form appended hereto as Exhibit A duly executed by such Registered Holder or by such Registered Holder's duly authorized attorney, at the principal office of the Company, or at such other office or agency as the Company may designate, accompanied by payment in full of the purchase price payable in respect of the number of shares of Warrant Shares purchased upon such exercise and a duly executed deed of accession for the purposes of conferring on the Registered Holder all of the rights and obligations as a "Common A Holder" under the Shareholders' Agreement dated November 20, 2007, as amended from time to time. For avoidance of doubt, the Registered Holder shall bear taxes relating to gains realized under this Warrant and the Company or its designated parties shall have the right to withhold such taxes.

(b) Effective Time of Exercise.

Each exercise of this Warrant shall be deemed to have been effected immediately prior to the close of business on the day on which this Warrant shall have been surrendered to the Company as provided in Section 2(a) above. At such time, the person or persons in whose name or names any certificates for Warrant Shares shall be issuable upon such exercise as provided in Section 2(c) below shall be deemed to have become the holder or holders of record of the Warrant Shares represented by such certificates.

(c) Delivery to Registered Holder.

As soon as practicable after the exercise of this Warrant and in any event within ten (10) days thereafter, the Company at its expense will cause to be issued in the name of, and delivered to, the Registered Holder or as such holder (upon payment by such holder of any applicable transfer taxes) may direct a certificate or certificates for the number of Warrant Shares to which such Registered Holder shall be entitled.

3. Adjustments. The number of Class A Common Shares (or any shares or other securities at the time issuable upon exercise of this Warrant) purchasable upon exercise of this Warrant and the Exercise Price shall be subject to adjustment from time to time as follows:

(a) Stock Splits and Dividends.

The Exercise Price of this Warrant and the number of Warrant Shares issuable upon exercise of this Warrant shall each be proportionally adjusted to reflect any dividend of shares, division or combination of shares, or other similar event affecting the number of outstanding Class A Common Shares (or such other shares or securities at the time issuable upon exercise of this Warrant). Any adjustment under this Section 3(a) shall become effective at the close of business on the date the dividend of shares, division or combination of shares, or other similar event becomes effective.

(b) Reclassification, Etc.

In case there occurs any reclassification or change of the outstanding securities of the Company or of any reorganization of the Company or any similar corporate reorganization on or after the date hereof, then and in each such case the Registered Holder, upon the exercise hereof at any time after the consummation of such reclassification, change, or reorganization shall be entitled to receive, in lieu of the stock or other securities and property receivable upon the exercise hereof prior to such consummation, the stock or other securities or property to which such Registered Holder would have been entitled upon such consummation if such Registered Holder had exercised this Warrant immediately prior thereto, all subject to further adjustment pursuant to the provisions of this Section 3.

(c) Notice of Adjustments. The Company shall promptly give the holder of this Warrant written notice of each adjustment or readjustment of the Exercise Price or the number of Warrant Shares or other securities issuable upon exercise of this Warrant pursuant to the provisions of this Section 3. The notice shall describe the adjustment or readjustment and show in reasonable detail the facts on which the adjustment or readjustment is based.

(d) No Change Necessary. The form of this Warrant need not be changed because of any adjustment in the Exercise Price or in the number and kind of securities purchasable upon exercise of this Warrant.

4. Transfers.

Transferability.

This Warrant and all rights hereunder are transferable by the Registered Holder, in whole and never in part, upon surrender of the Warrant with a properly executed assignment (in the form of Exhibit B hereto) at the principal office of the Company, provided that any such transfer is with the prior written consent of the Company, which shall be given in the sole discretion of the Company.

5. No Impairment.

The Company will not, by amendment of its charter or through reorganization, consolidation, merger, dissolution, sale of assets or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the holder of this Warrant against impairment.

6. Reservation of Stock.

The Company will at all times reserve and keep available, solely for the issuance and delivery upon the exercise of this Warrant, such shares of Warrant Shares and other stock, securities and property, as from time to time shall be issuable upon the exercise of this Warrant.

7. Exchange of Warrants.

Upon the surrender by the Registered Holder of any Warrant or Warrants, properly endorsed, to the Company at the principal office of the Company, the Company will, subject to the provisions of Section 4 hereof, issue and deliver to or upon the order of such Registered Holder, at the Company's expense, a new Warrant or Warrants of like tenor, in the name of such Registered Holder or as such Registered Holder (upon payment by such Registered Holder of any applicable transfer taxes) may direct, calling in the aggregate on the face or faces thereof for the number of Class A Common Shares called for on the face or faces of the Warrant or Warrants so surrendered.

8. Replacement of Warrants.

Upon receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant and (in the case of loss, theft or destruction) upon delivery of an indemnity agreement (with surety if reasonably required) in an amount reasonably satisfactory to the Company, or (in the case of mutilation) upon surrender and cancellation of this Warrant, the Company will issue, in lieu thereof, a new Warrant of like tenor.

9. Mailing of Notices.

Any notice required or permitted pursuant to this Warrant shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or sent by courier, overnight delivery service or confirmed facsimile, or forty-eight (48) hours after being deposited in the regular mail, as certified or registered mail (airmail if sent internationally), with postage prepaid, addressed (a) if to the Registered Holder, to the address of the Registered Holder most recently furnished in writing to the Company and (b) if to the Company, to the address set forth below or subsequently modified by written notice to the Registered Holder.

10. No Rights as Shareholder.

Until the exercise of this Warrant, the Registered Holder of this Warrant shall not have or exercise any rights by virtue hereof as a shareholder of the Company.

11. No Fractional Shares.

No fractional Class A Common Shares will be issued in connection with any exercise hereunder. In lieu of any fractional shares which would otherwise be issuable, the Company shall pay cash equal to the product of such fraction multiplied by the fair market value of one (1) Class A Common Shares on the date of exercise, as determined in good faith by the Company's Board of Directors.

12. Amendment or Waiver.

Any term of this Warrant may be amended or waived only by an instrument in writing signed by the party against which enforcement of the amendment or waiver is sought.

13. Headings.

The headings in this Warrant are for purposes of reference only and shall not limit or otherwise affect the meaning of any provision of this Warrant.

14. Governing Law; Dispute Resolution.

- (a) This Warrant shall be governed by and construed in accordance with the laws of Hong Kong.
- (b) Any dispute, controversy or claim under arising out of or relating to this Warrant, or the interpretation, breach, termination or validity hereof, shall first be subject to resolution through consultation of the parties to such dispute, controversy or claim. Such consultation shall begin within seven (7) days after one Party hereto has delivered to the other Parties involved a written request for such consultation. If within thirty (30) days following the commencement of such consultation the dispute cannot be resolved, the dispute shall be submitted to arbitration upon the request of any Party with notice to the other Parties.
- (c) The arbitration shall be conducted in Hong Kong under the auspices of the Hong Kong International Arbitration Centre (the "HKIAC"). There shall be three arbitrators. The complainant and the respondent to such dispute shall each select one arbitrator within thirty (30) days after giving or receiving the demand for arbitration. Such arbitrators shall be freely selected, and the Parties shall not be limited in their selection to any prescribed list. The Chairman of the HKIAC shall select the third arbitrator, who shall be qualified to practice Law in Hong Kong. If either party to the arbitration does not appoint an arbitrator who has consented to participate within thirty (30) days after selection of the first arbitrator, the relevant appointment shall be made by the Chairman of the HKIAC.

- (d) The arbitration proceedings shall be conducted in English. The arbitration tribunal shall apply the Arbitration Rules of the HKIAC in effect at the time of the arbitration. However, if such rules are in conflict with the provisions of this Section 14, including the provisions concerning the appointment of arbitrators, the provisions of this Section 14 shall prevail.
- (e) The arbitrators shall decide any dispute submitted by the parties to the arbitration strictly in accordance with the substantive Law of Hong Kong and shall not apply any other substantive law.
- (f) Each Party hereto shall cooperate with any party to the dispute in making full disclosure of and providing complete access to all information and documents requested by such party in connection with such arbitration proceedings, subject only to any confidentiality obligations binding on the Party receiving the request.
- (g) The award of the arbitration tribunal shall be final and binding upon the disputing parties, and any party to the dispute may apply to a court of competent jurisdiction for enforcement of such award.
- (h) Any party to the dispute shall be entitled to seek preliminary injunctive relief, if possible, from any court of competent jurisdiction pending the constitution of the arbitral tribunal.

IN WITNESS WHEREOF, the Company has executed this Warrant as of the date first above written.

**COMPANY:**

**IKANG HEALTHCARE GROUP, INC.**

By: \_\_\_\_\_  
Name:  
Capacity:

IN WITNESS WHEREOF, the Company has executed this Warrant as of the date first above written.

**REGISTERED HOLDER:**

[       ]

By: \_\_\_\_\_

EXHIBIT A

**PURCHASE/EXERCISE FORM**

To: IKANG HEALTHCARE GROUP, INC.

Dated:

The undersigned (the “**Registered Holder**”), pursuant to the provisions set forth in the attached IKANG HEALTHCARE GROUP, INC. Class A Common Shares Purchase Warrant (“Warrant”) issued on [ ], hereby irrevocably elects [ ] to purchase [ ] Class A Common Shares covered by such Warrant and herewith makes payment of [ ], representing the full purchase price for such shares at the price per share provided for in such Warrant.

Defined terms contained in such representations and warranties shall have the meanings assigned to them in the Share Purchase Agreement, provided that the term “Investor” shall refer to the undersigned.

**REGISTERED HOLDER**

[ ]

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address:

Attn:

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EXHIBIT B

**ASSIGNMENT FORM**

FOR VALUE RECEIVED, IKANG HEALTHCARE GROUP, INC., hereby sells, assigns and transfers all of the rights of the undersigned under the attached IKANG HEALTHCARE GROUP, INC. Class A Common Shares Purchase Warrant ("Warrant") exercised by [ ] with respect to the number of Class A Common Shares covered thereby set forth below, unto:

<u>Name of Assignee</u>	<u>Address/Fax Number</u>	<u>No. of Shares</u>

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Witness: \_\_\_\_\_

