

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

AMENDMENT NO. 1
TO
FORM S-1

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

PROPANC HEALTH GROUP
CORPORATION

(Exact name of registrant as specified in its
charter)

Delaware

(State or other jurisdiction of
incorporation)

2834

(Primary Standard Industrial
Classification Code Number)

33-0662986

(I.R.S. Employer
Identification No.)

**Level 2, 555 Riversdale Road
Camberwell, VIC, 3124 Australia
Tel. No.: +61 (0)3 9882 0780**

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Copies to:

**Gregg Jaclin, Esq.
Szaferman, Lakind, Blumstein & Blader, PC
101 Grovers Mill Road
Second Floor
Lawrenceville, NJ 08648
(609) 275-0400**

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box:

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration number of the earlier effective registration statement for the same offering.

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 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

Accelerated filer
Smaller reporting company

Explanatory Note

This Amendment No. 1 to the Registration Statement on Form S-1 (File No. 333-208169) is being filed solely to add Exhibits 5.1 and 23.2. This Amendment No. 1 does not modify any provision of the prospectus that forms a part of the Registration Statement. Accordingly, a preliminary prospectus has been omitted.

PART II INFORMATION NOT REQUIRED IN THE PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution

Securities and Exchange Commission Registration Fee	\$	396.38
Transfer Agent Fees*	\$	-
Accounting fees and expenses*	\$	5,000
Legal fees and expenses*	\$	20,000
Blue Sky fees and expenses*	\$	-
Total*	\$	<u>25,396.38</u>

* Estimated

Item 14. Indemnification of Directors and Officers.

Our directors and officers are indemnified as provided by the Delaware corporate law and our Bylaws. We have agreed to indemnify each of our directors and certain officers against certain liabilities, including liabilities under the Securities Act. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to our directors, officers and controlling persons pursuant to the provisions described above, or otherwise, we have been advised that in the opinion of the SEC 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 our payment of expenses incurred or paid by our director, officer or controlling person 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, we will, unless in the opinion of our 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.

We have been advised that in the opinion of the SEC indemnification for liabilities arising under the Securities Act 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 is asserted by one of our directors, officers, or controlling persons in connection with the securities being registered, we will, unless in the opinion of our legal counsel the matter has been settled by controlling precedent, submit the question of whether such indemnification is against public policy to a court of appropriate jurisdiction. We will then be governed by the court's decision.

Item 15. Recent Sales of Unregistered Securities.

On September 30, 2013 the Company's subsidiary issued a debenture for \$139,683 (AUD\$150,000) plus warrants for 3,000,000 common shares of the Company. The Company agreed to pay 12% interest on the principal amount and the maturity date is December 31, 2015. The debenture is convertible only at the Company's option into common stock at \$0.0698 per share and is convertible at that same rate by the lender only upon default by the Company, as defined in the debenture.

On May 29 and May 30, 2014 the Company issued six convertible promissory notes to certain investors for an aggregate amount of \$400,000, \$200,000 of which are paid for by an offsetting \$200,000 promissory notes issued to the Company by the investors. The Company agreed to pay 8% interest on the principal amount and the maturity date is one year from the execution date of the notes. The notes are convertible into company's common stock at any time after the requisite Rule 144 holding period, subject to certain terms and conditions, at a conversion price equal to 55% of the lowest trading bid price in the ten (10) trading days prior to the conversion.

On April 20, 2015, the Company issued a convertible note payable for \$17,500. The Company agreed to pay 8% interest per annum on the principal amount and the maturity date is April 20, 2016. The note is convertible at the option of the holder at any time at a rate of 55% of the lowest trading bid price of the Company's common stock for the ten prior trading days including the date upon which the conversion notice was received.

On April 24, 2015, the Company received payment of the note receivable of \$45,000, less the OID of \$7,500 that offsets the back-end note that was issued on February 10, 2015. Proceeds from the note receivable of \$2,250 were paid directly to legal fees resulting in net cash proceeds of \$35,250 received by the Company. This back-end note is related to the initial convertible note that was issued on February 10, 2015 and has the same terms as previously discussed. As a result, the back-end note is now eligible for conversion at a rate of 55% of the lowest trading bid price of the Company's common stock for the ten prior trading days including the date upon which the conversion notice was received.

On April 24, 2015, the Company received payment of a second note receivable of \$45,000, less the OID of \$7,500 that offsets the back-end note that was issued on February 17, 2015. Proceeds from the note receivable of \$2,250 were paid directly to legal fees resulting in net cash proceeds of \$35,250 received by the Company. This back-end note is related to the initial convertible note that was issued on February 17, 2015 and has the same terms as previously discussed. As a result, the back-end note is now eligible for conversion at a rate of 55% of the lowest trading bid price of the Company's common stock for the ten prior trading days including the date upon which the conversion notice was received.

On April 27, 2015, the Company received payment of a third note receivable of \$170,500, less the OID of \$13,000 that offsets the back-end note that was issued on March 12, 2015. Proceeds from the note receivable of \$7,500 were paid directly to legal fees resulting in net cash proceeds of \$150,000 received by the Company. This back-end note is related to the initial convertible note that was issued on March 12, 2015 and has the same terms as previously discussed. As a result, the back-end note is now eligible for conversion at a rate of 55% of the lowest trading bid price of the Company's common stock for the ten prior trading days including the date upon which the conversion notice was received.

On June 2, 2015, the Company received payment of a fourth Note Receivable of \$150,000 that offsets the back-end note that was issued on March 20, 2015. Proceeds from the note receivable of \$7,500 were paid directly to legal fees resulting in net cash proceeds of \$142,500 received by the Company. This back-end note is related to the initial convertible note that was issued on March 20, 2015 and has the same terms as previously discussed. As a result, the back-end note is now eligible for conversion at a rate of 55% of the lowest trading bid price of the Company's common stock for the ten prior trading days including the date upon which the conversion notice was received.

On June 4, 2015, the Company executed a convertible promissory note in the principal sum of \$1,215,000, with an OID of \$110,000. The consideration to be paid to the lender shall be equal to the consideration actually paid by the lender plus prorated interest and any other fees that the Company shall be required to pay. The original issue discount shall also be prorated based on the actual consideration received to equal approximately 10% of the consideration received. The Company agreed to pay 10% interest per annum on the principal amount and the maturity date is ten months from the date of each payment to the Company, and is the date upon which the principal sum, as well as any unpaid interest and other fees, shall be due and payable. The note is comprised of an initial cash purchase of \$335,000 (includes \$30,000 of OID and \$5,000 for legal fees) ("Initial Note"), a Secured Investor Note of \$220,000 (includes \$20,000 of OID) ("Secured Investor Note") and three Investor Notes of \$220,000 each (include \$20,000 of OID each) ("Investor Notes"). The Secured Investor Note is secured by the lender's 40% membership interest in a certain LLC. Upon execution of the note, the note holder made an initial cash payment of \$300,000 (net of a \$30,000 OID and \$5,000 for legal fees) to the Company of the total consideration and issued the Secured Investor Note and three Investor Notes to the Company. The Initial Note is convertible, at the option of the lender, to common stock of the Company at any time after the effective date at a price of \$0.07 per share, which represents fair value at execution date.

On September 24, 2015, (the “Issuance Date”), the Company entered into a Promissory Note with a Lender whereby the Lender loaned the Company \$1,200,000 in exchange for the issuance of a Promissory Note (the “Promissory Note”). The Company issued the Promissory Note with a principal amount of \$1,200,000 to the Lender. The Promissory Note has a maturity date of the earlier of: (i) the date on which the Company closes a subsequent equity offering in an amount greater than the principal amount of the Promissory Note; or (ii) June 24, 2016. On its face, the Promissory Note does not accrue any interest. In the event that the Lender does not proceed with a subsequent financing, beginning on the 46th day following the Issuance Date, the Note will have a one-time interest adjustment of \$180,000 on the outstanding principal of the Promissory Note. Additionally, if the Lender does not wish to proceed with a subsequent financing, the Promissory Note will also be convertible into common stock at the lower of (i) \$0.0346; or (ii) a twenty percent (20%) discount to the average of the two lowest closing prices of the common stock in the five trading days prior to the date of conversion. In connection with the Promissory Note, the Company entered into a Security Agreement dated September 24, 2015 with the Lender whereby the Company agreed to grant to Lender an unconditional and continuing, first priority security interest in all of the assets and property of the Company to secure the prompt payment, performance and discharge in full of all of Company’s obligations under the Promissory Note, provided, however that in the event the Lender does not proceed with a subsequent financing, any and all security interests shall be removed. On October 1, 2015, the Company received cash of \$1,150,000 (\$1,200,000 less \$50,000 of legal fees) for the Promissory Note.

Securities Purchase Agreement

On October 28, 2015 (the “Closing Date”), the Company entered into a securities purchase agreement dated as of the Closing Date (the “Purchase Agreement”) with Delafield Investments Limited (the “Purchaser”). The Purchase Agreement provides that, upon the terms and subject to the conditions set forth therein, the Purchaser will invest \$4,000,000 (“Investment Amount”) in exchange for a Convertible Debenture (the “Debenture”) in the principal amount of \$4,400,000 (the “Principal Amount”) and warrants to purchase an aggregate of 26,190,476 shares of the Company’s common stock, par value \$0.001 per share, for an exercise price of \$0.60 per share for a period of four (4) years from the Closing Date (the “Warrants”). Pursuant to the Purchase Agreement, on the Closing Date, the Company issued the Debenture and Warrant to the Purchaser. On November 20, 2015, the Company received \$700,000 pursuant to the Purchase Agreement and Debenture, which the Company will use for working capital and to pay off outstanding debt. The Purchase Agreement is described in more detail above in the section titled “Recent Developments – Magna Financing.”

The Company claimed an exemption from the registration requirements of the Securities Act of 1933, as amended (the “Act”) for these securities pursuant to Section 4(2) of the Act and/or Rule 506 of Regulation D promulgated thereunder since, among other things, the transaction did not involve a public offering, the Investor was an “accredited investor” and/or qualified institutional buyers, the Investor had access to information about the Company and its investment, the Investor took the securities for investment and not resale, and we took appropriate measures to restrict the transfer of the securities

Item 16. Exhibits and Financial Statement Schedules.

Exhibit Number	Description
4.1	Promissory Note issued to Southridge Partners II, L.P. (“Southridge”) dated July 17, 2014, incorporated by reference to Exhibit 4.11 to the Annual Report on Form 10-K filed on October 14, 2014.
4.2	Promissory Note with Lender dated September 24, 2015, incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K filed on September 29, 2015.
4.3	Debenture dated October 28, 2015, incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K filed on November 3, 2015.
4.4	Warrant dated October 28, 2015, incorporated by reference to Exhibit 4.2 to the Current Report on Form 8-K filed on November 3, 2015.
5.1	Opinion of Szaferman, Lakind, Blumstein & Blader, P.C.
10.1	Settlement Agreement and Stipulation between the Company and Tarpon dated July 18, 2014, incorporated by reference to Exhibit 10.4 to the Current Report on Form 8-K filed on September 23, 2014.
10.2	Order Granting Approval of Settlement Agreement and Stipulation between the Company and Tarpon dated September 9, 2014, incorporated by reference to Exhibit 10.5 to the Current Report on Form 8-K filed on September 23, 2014.
10.3	Form of Equity Purchase Agreement between the Company and Southridge, incorporated by reference to Exhibit 10.6 to the Current Report on Form 8-K filed on September 23, 2014.
10.4	Form of Registration Rights Agreement between Company and Southridge, incorporated by reference to Exhibit 10.7 to the Current Report on Form 8-K filed on September 23, 2014.
10.5	Security Agreement dated September 24, 2015, incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed on September 29, 2015.
10.6	Securities Purchase Agreement dated October 28, 2015, incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed on November 3, 2015.
10.7	Registration Rights Agreement dated October 28, 2015, incorporated by reference to Exhibit 10.2 to the Current Report on Form 8-K filed on November 3, 2015.
10.8	Security Agreement dated October 28, 2015, incorporated by reference to Exhibit 10.3 to the Current Report on Form 8-K filed on November 3, 2015.
23.1*	Consent of Salberg & Company, P.A.
23.2	Consent of Szaferman, Lakind, Blumstein & Blader, P.C. (included in Exhibit 5.1)
101.INS	XBRL Instance Document
101.SCH	XBRL Schema Document
101.CAL	XBRL Calculation Linkbase Document
101.LAB	XBRL Label Linkbase Document
101.PRE	XBRL Presentation Linkbase Document
101.DEF	XBRL Definition Linkbase Document

* Previously Filed.

Item 17. 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 of 1933;

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. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement.

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;

(2) That, for the purpose of determining any liability under the Securities Act of 1933, 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.

(4) Insofar as indemnification for liabilities arising under the Securities Act of 1933 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 Securities and Exchange Commission such indemnification is against public policy as expressed in the 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 Act and will be governed by the final adjudication of such issue.

(5) Each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement on Form S-1 to be signed on its behalf by the undersigned, thereunto duly authorized in the State of Delaware, on December 10, 2015.

PROPANC HEALTH GROUP CORPORATION

By: /s/ James Nathanielsz

James Nathanielsz

Chief Executive Officer (Principal Executive Officer)

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement on Form S-1 has been signed by the following persons in the capacities indicated on December 10, 2015.

<u>Signature</u>	<u>Title</u>
<u>/s/ James Nathanielsz</u> James Nathanielsz	President, Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Director, and Chairman (Principal Executive Officer, Principal Financial Officer, and Principal Accounting Officer)
<u>/s/ Julian Kenyon</u> Julian Kenyon	Director



**Szaferman, Lakind, Blumstein & Blader,
P.C.**

Attorneys at Law

101 Grovers Mill Road, Suite 200
Lawrenceville, NJ 08648
P: 609.275.0400
F: 609.275.4511
www.szaferman.com

Arnold C. Lakind	Of Counsel
Barry D. Szaferman	Stephen Skillman
Jeffrey P. Blumstein	Linda R. Feinberg
Steven Blader	Anthony J. Parrillo
Brian G. Paul+	Paul T. Koenig, Jr.
Craig J. Hubert++	Janine Danks Fox*
Michael R. Paglione*	Richard A. Catalina Jr.*†
Lionel J. Frank**	E. Elizabeth Sweetser
Jeffrey K. Epstein+	Robert G. Stevens Jr.**
Stuart A. Tucker	Michael D. Brottman**
Scott P. Borsack***	Lindsey Moskowitz Medvin**
Daniel S. Sweetser*	Mark A. Fisher
Robert E. Lytle	Robert L. Lakind***
Janine G. Bauer***	Thomas J. Manzo**
Daniel J. Graziano Jr.	Carley Ward**
Nathan M. Edelstein**	Melissa A. Chimbangu
Bruce M. Sattin***	Kathleen O'Brien
Gregg E. Jaclin**	Steven A. Lipstein**
Robert P. Panzer	Yarona Y. Liang#
Benjamin T. Branche*	Brian A. Heyesey
	Mengyi "Jason" Ye
	John O'Leary***
	Christopher S. Myles
	Christopher S. Kwelty

+Certified Matrimonial Attorney
++Certified Civil and Criminal Trial Attorney
*NJ & PA Bars
**NJ & NY Bars
***NJ, NY & PA Bars
#NY Bar

December 10, 2015

Propanc Health Group Corporation
Level 2, 555 Riversdale Road
Camberwell, VIC, 3124 Australia

Gentlemen:

You have requested our opinion, as counsel for Propanc Health Group Corporation, a Delaware corporation (the "Company"), in connection with registration statement on Form S-1 (the "Registration Statement"), under the Securities Act of 1933 (the "Act"), filed by the Company with the Securities and Exchange Commission. The Registration Statement relates to 98,404,985 shares of the Company's common stock, par value \$0.001 per share (the "Shares"), that are being issued to the selling shareholders (the "Selling Shareholders") pursuant to that certain securities purchase agreement, dated October 28, 2015 (the "Securities Purchase Agreement").

In order to render our opinion, we have examined the following documents identified and authenticated to our satisfaction:

- a) the Registration Statement and which includes the prospectus;
- b) the certificate of an Officer of the Company dated December 10, 2015 (the "Officer's Certificate");
- c) a Board of Directors resolution approving the filing of the S-1 Registration Statement to register the Shares;
- d) the executed agreements by which the Selling Shareholders acquired their interests through the Securities Purchase Agreement, including the documents identified therein;
- e) the Certificate of Incorporation of the Company filed with the Secretary of State of Delaware on November 23, 2010, as amended on November 11, 2014 and July 10, 2015;
- f) the Certificate of Designation of Series A Preferred Stock of the Company filed with the Secretary of State of Delaware on December 2, 2014; and
- g) the Certificate of Designation of Series B Preferred Stock of the Company filed with the Secretary of State of Delaware on July 2, 2015; and
- h) a Good Standing Certificate from the Secretary of State of Delaware as of October 22, 2015.

In each instance we have relied upon the content of each of the documents set forth above, and have relied upon the content of the Officer's Certificate. In reliance thereon, and based upon our review of the foregoing, it is our opinion that the Shares will be legally issued, fully paid and non-assessable.

No opinion is expressed herein as to any laws other than the State of Delaware of the United States. This opinion opines upon Delaware law including the statutory provisions, all applicable provisions of the Delaware Revised Statutes and reported judicial decisions interpreting those laws.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the reference to our firm under the caption "Experts" in the Registration Statement. In so doing, we do not admit that we are in the category of persons whose consent is required under Section 7 of the Act and the rules and regulations of the Securities and Exchange Commission promulgated thereunder.

Very truly yours,

SZAFERMAN, LAKIND, BLUMSTEIN & BLADER, PC

By: /s/ Gregg E. Jaclin

Gregg E. Jaclin
For the Firm
