

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549

SCHEDULE 13D

UNDER THE SECURITIES EXCHANGE ACT OF 1934

**SCPHARMACEUTICALS INC.**

(Name of Issuer)

**Common Stock, \$0.0001 par value**

(Title of Class of Securities)

**810648 105**

(CUSIP Number)

**Mr. Sailesh Desai**

**Sun House, 201-B/1, Western Express Highway Goregaon (East), Mumbai – 400 063, India**

**With a copy to:**

**Michael Levitt, Esq.**

**Freshfields Bruckhaus Deringer US LLP**

**601 Lexington Avenue**

**New York, NY 10022-4664**

**(212) 277-4000**

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

**November 21, 2017**

(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box:

*Note:* Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

\*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

**SCHEDULE 13D**

CUSIP No. 810648 105

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1	NAME OF REPORTING PERSON <b>Sun Pharmaceutical Industries Limited</b>		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>		
3	<b>SEC USE ONLY</b>		
4	SOURCE OF FUNDS (See Instructions) <b>WC</b>		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <span style="float:right"><input type="checkbox"/></span>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION <b>India</b>		
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	7	SOLE VOTING POWER <b>0</b>	
	8	SHARED VOTING POWER <b>2,167,679</b>	
	9	SOLE DISPOSITIVE POWER <b>0</b>	
	10	SHARED DISPOSITIVE POWER <b>2,167,679</b>	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON <b>2,167,679</b>		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <span style="float:right"><input type="checkbox"/></span>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) <b>12.3%*</b>		
14	TYPE OF REPORTING PERSON (See Instructions) <b>HC-CO</b>		

\* All calculations of percentage ownership in this Schedule 13D with respect to the Reporting Persons are based upon a total of 17,610,151 shares of common stock, par value \$0.0001 (the "Common Stock", of scPharmaceuticals Inc. (the "Issuer"), outstanding as of November 21, 2017, as reported in the Issuer's prospectus, dated November 16, 2017 (the "IPO Prospectus"), filed with the U.S. Securities and Exchange Commission (the "SEC") on November 17, 2017 pursuant to Rule 424(b)(4) under the Securities Act of 1933, as amended.

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<b>1</b>	NAME OF REPORTING PERSON <b>Dilip S. Shanghvi</b>		
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>		
<b>3</b>	<b>SEC USE ONLY</b>		
<b>4</b>	SOURCE OF FUNDS (See Instructions) <b>WC</b>		
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <span style="float:right"><input type="checkbox"/></span>		
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION <b>India</b>		
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	SOLE VOTING POWER <b>0</b>	
	<b>8</b>	SHARED VOTING POWER <b>2,167,679</b>	
	<b>9</b>	SOLE DISPOSITIVE POWER <b>0</b>	
	<b>10</b>	SHARED DISPOSITIVE POWER <b>2,167,679</b>	
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON <b>2,167,679</b>		
<b>12</b>	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <span style="float:right"><input type="checkbox"/></span>		
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) <b>12.3%*</b>		
<b>14</b>	TYPE OF REPORTING PERSON (See Instructions) <b>HC-IN</b>		

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**CUSIP No. 810648 105**

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<b>1</b>	NAME OF REPORTING PERSON <b>Sun Pharmaceutical Industries Inc.</b>		
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>		
<b>3</b>	<b>SEC USE ONLY</b>		
<b>4</b>	<b>WC</b>		
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <span style="float:right"><input type="checkbox"/></span>		
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION <b>Delaware</b>		
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	SOLE VOTING POWER <b>0</b>	
	<b>8</b>	SHARED VOTING POWER <b>1,810,536</b>	
	<b>9</b>	SOLE DISPOSITIVE POWER <b>0</b>	
	<b>10</b>	SHARED DISPOSITIVE POWER <b>1,810,536</b>	
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON <b>1,810,536</b>		
<b>12</b>	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <span style="float:right"><input checked="" type="checkbox"/></span>		
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) <b>10.3%</b>		
<b>14</b>	TYPE OF REPORTING PERSON (See Instructions) <b>CO</b>		

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<b>1</b>	NAME OF REPORTING PERSON <b>Sun Pharma (Netherlands) B.V.</b>		
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>		
<b>3</b>	<b>SEC USE ONLY</b>		
<b>4</b>	SOURCE OF FUNDS (See Instructions) <b>WC</b>		
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <span style="float:right"><input type="checkbox"/></span>		
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION <b>Netherlands</b>		
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	SOLE VOTING POWER <b>0</b>	
	<b>8</b>	SHARED VOTING POWER <b>357,143</b>	
	<b>9</b>	SOLE DISPOSITIVE POWER <b>0</b>	
	<b>10</b>	SHARED DISPOSITIVE POWER <b>357,143</b>	
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON <b>357,143</b>		
<b>12</b>	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <span style="float:right"><input checked="" type="checkbox"/></span>		
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) <b>2.0%</b>		
<b>14</b>	TYPE OF REPORTING PERSON (See Instructions) <b>CO</b>		

## ITEM 1. SECURITY AND ISSUER

The class of equity securities to which this Schedule 13D relates is the common stock, par value \$0.0001 per share, of scPharmaceuticals, Inc., a Delaware corporation. The principal executive office of the Issuer is located at 2400 District Avenue, Suite 310. Burlington, Massachusetts 01830.

## ITEM 2. IDENTITY AND BACKGROUND

This Schedule is being filed by Sun Pharmaceutical Industries Limited, a company organized under the laws of India ("Sun Pharma"), Sun Pharmaceutical Industries Inc., a company incorporated under the laws of Delaware, which is directly and indirectly owned by Sun Pharma ("Sun Pharmaceutical Industries"), Sun Pharma (Netherlands) B.V., a company incorporated under the laws of the Netherlands and a wholly-owned subsidiary of Sun Pharma ("Sun Pharma Netherlands") and Dilip S. Shanghvi, the controlling shareholder of Sun Pharma (together with Sun Pharma, Sun Pharmaceutical Industries and Sun Pharma Netherlands, collectively, the "Reporting Persons").

The address and principal office of Sun Pharma and Mr. Shanghvi is c/o: Sun House, 201 B/1, Western Express Highway, Goregaon (E), Mumbai, Maharashtra (India) – 400 063. The address and principal office of Sun Pharmaceutical Industries is 2, Independence Way, Princeton, New Jersey 08540, United States. The address and principal office of Sun Pharma Netherlands is Polarisavenue 87, Hoofddorp, 2132 JH the Netherlands. Sun Pharma and its affiliates operate as an international, integrated, specialty pharmaceutical company.

The name, business address, present principal occupation or employment and citizenship of each director and executive officer (including a director and officer who may be a controlling person) of Sun Pharma, Sun Pharmaceutical Industries and Sun Pharma Netherlands are set forth on Schedule I hereto and are incorporated by reference herein in their entirety.

During the past five years, none of the Reporting Persons has been and, to the best of their knowledge, no person listed on Schedule I hereto has been, convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

During the past five years, none of the Reporting Persons has been and, to the best of their knowledge, no person listed on Schedule I hereto has been, a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was, or is, subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws, or finding any violation with respect to such laws.

The Reporting Persons have entered into a Joint Filing Agreement, dated November 27, 2017, a copy of which is attached as Exhibit 99.1 hereto.

## ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

As of the date hereof, the Reporting Persons may be deemed to beneficially own an aggregate of 2,167,679 shares of Common Stock of the Issuer, consisting of:

(i) 1,810,536 shares of Common Stock of the Issuer that were acquired by Sun Pharmaceutical Industries at the closing of the Issuer's initial public offering (the "IPO") upon the automatic conversion of 13,000,000 shares of Series B Preferred Stock of the Issuer (the "Preferred Stock") into shares of Common Stock on a 7.180193-for-1 basis; and

(ii) 357,143 shares of Common Stock of the Issuer that were purchased by Sun Pharma Netherlands in the IPO at the public offering price of \$14.00 per share.

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Sun Pharmaceutical Industries purchased the Preferred Stock prior to the IPO in December 2016 with available cash on hand for an aggregate purchase price of \$13.0 million.

Sun Pharma Netherlands purchased 357,143 shares of Common Stock in the IPO with available cash on hand for an aggregate purchase price of approximately \$5.0 million. The IPO closed on November 21, 2017.

**ITEM 4. PURPOSE OF TRANSACTION**

The Reporting Persons purchased the Common Stock of the Issuer for investment purposes. The Reporting Persons intend to review their investments in the Issuer from time to time and may, at any time and from time to time, directly or indirectly, acquire additional securities of the Issuer, or retain or sell all or a portion of the securities then held, in the open market or in privately negotiated transactions. Except as set forth in this Schedule 13D, as of the date of this Schedule 13D, none of the Reporting Persons and, to the knowledge of the Reporting Persons, no person listed on Schedule I hereto has any present plans which relate to or would result in:

- (a) The acquisition by any person of additional securities of the Issuer, or the disposition of securities of the Issuer;
- (b) An extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Issuer or any of its subsidiaries;
- (c) A sale or transfer of a material amount of assets of the Issuer or any of its subsidiaries;
- (d) Any change in the present board of directors or management of the Issuer, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board;
- (e) Any material change in the present capitalization or dividend policy of the Issuer;
- (f) Any other material change in the Issuer's business or corporate structure including but not limited to, if the Issuer is a registered closed-end investment company, any plans or proposals to make any changes in its investment policy for which a vote is required by Section 13 of the Investment Company Act of 1940;
- (g) Changes in the Issuer's charter, bylaws or instruments corresponding thereto or other actions which may impede the acquisition of control of the Issuer by any person;
- (h) Causing a class of securities of the Issuer to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association;
- (i) A class of equity securities of the Issuer becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Act; or
- (j) Any action similar to any of those enumerated above.

**ITEM 5. INTEREST IN SECURITIES OF THE ISSUER**

- (a) As of the date hereof, Sun Pharma and Mr. Shanghvi may each be deemed to beneficially own an aggregate of 2,167,679 shares of Common Stock of the Issuer, representing approximately 12.3% of the outstanding shares of Common Stock. Abhay Gandhi, who leads the North American business of Sun Pharma as its chief executive officer, is a member of the board of directors of the Issuer.
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As of the date hereof, Sun Pharmaceutical Industries is the record owner of 1,810,536 shares of Common Stock of the Issuer and may be deemed to beneficially own an aggregate of 1,810,536 shares of Common Stock of the Issuer, representing approximately 10.3% of the outstanding shares of Common Stock.

As of the date hereof, Sun Pharma Netherlands is the record owner of 357,143 shares of Common Stock of the Issuer and may be deemed to beneficially own an aggregate of 357,143 shares of Common Stock of the Issuer, representing approximately 2.0% of the outstanding shares of Common Stock.

The percentage of Common Stock beneficially owned by the Reporting Persons is calculated based upon 17,610,151 outstanding shares of Common Stock (assuming no exercise of the underwriters' option to purchase additional shares and no exercise of outstanding options), as reported in the IPO Prospectus, dated November 16, 2017, filed with the SEC on November 17, 2017.

None of the Reporting Persons or, to the knowledge of any of the Reporting Persons, any of the persons listed on Schedule I hereto may be deemed to beneficially own any shares of Common Stock other than as set forth herein.

(b) Each Reporting Person shares the power to vote or direct the vote and to dispose or direct the disposition of shares of Common Stock beneficially owned by such Reporting Person as indicated herein.

(c) Except as otherwise described herein, no transactions in the shares of Common Stock of the Issuer were effected by the Reporting Persons or, to the knowledge of any of the Reporting Persons, any of the persons listed on Schedule I hereto, during the past sixty days.

(d) No person is known by the Reporting Persons to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, any shares of Common Stock of the Issuer beneficially owned by the Reporting Persons.

(e) Not applicable.

## **ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER**

### **Investor Rights Agreement**

On December 22, 2016, the Issuer, Sun Pharmaceutical Industries and certain other stockholders of the Issuer entered into an Amended and Restated Investors' Rights Agreement (the "IRA"), pursuant to which the Issuer granted certain demand, short-form and piggyback registration rights to Sun Pharmaceutical Industries and certain other stockholders of the Issuer.

### ***Demand Registration Rights***

Beginning 180 days after the effective date of the Issuer's IPO registration statement, certain stockholders of the Issuer, including Sun Pharmaceutical Industries, are entitled to demand registration rights. Under the terms of the IRA, the Issuer will be required, upon the written request of holders of at least 30% of the registrable securities that would result in an aggregate offering price of at least \$20.0 million, to file a registration statement and use its commercially reasonable efforts to effect the registration of all or a portion of these shares for public resale. The Issuer is required to effect only two registrations pursuant to this provision of the IRA.

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### ***Short-Form Registration Rights***

Pursuant to the IRA, if the Issuer is eligible to file a registration statement on Form S-3, upon the written request of a majority in interest of the holders of registrable securities, including Sun Pharmaceutical Industries, to sell registrable securities at an aggregate price of at least \$2.0 million, the Issuer will be required to use commercially reasonable efforts to effect a registration of such shares. The Issuer is required to effect only two registrations in any 12 month period pursuant to this provision of the IRA. The right to have such shares registered on Form S-3 is further subject to other specified conditions and limitations.

### ***Piggyback Registration Rights***

Pursuant to the IRA, if the Issuer registers any of the Issuer's securities either for its own account or for the account of other security holders, the holders of registrable shares, including Sun Pharmaceutical Industries, are entitled to include their shares in the registration. Subject to certain exceptions contained in the IRA, the Issuer and the underwriters may limit the number of shares included in the underwritten offering to the number of shares which the Issuer and the underwriters determine in their sole discretion will not jeopardize the success of the offering.

### ***Indemnification***

The IRA contains customary cross-indemnification provisions, under which the Issuer is obligated to indemnify holders of registrable securities in the event of material misstatements or omissions in the registration statement attributable to the Issuer, and the holders of registrable securities are obligated to indemnify the Issuer for material misstatements or omissions attributable to them.

### ***Costs and Expenses***

All fees, costs and expenses of underwritten registrations under the IRA will be borne by the Issuer and all selling expenses, including underwriting discounts and selling commissions, will be borne by the holders of the shares being registered.

### ***Expiration of Registration Rights***

The demand registration rights and short form registration rights granted under the IRA will terminate on the third anniversary of the completion of the IPO or at such time after the IPO when the holders' shares may be sold without restriction pursuant to Rule 144 within a three month period.

### ***Notice of Strategic Opportunities***

The IRA provides that, for so long as Sun Pharmaceutical Industries owns at least 5% of the Issuer's outstanding capital stock, the Issuer is required to provide reasonably prompt notice to Sun Pharmaceutical Industries of any inbound written third-party proposal received by the Issuer for (i) the licensing or purchase of the Issuer's products or (ii) with respect to a potential merger or acquisition of the Issuer by such third party that has been shared and discussed with the Issuer's board of directors and which the board of directors directs the Issuer's management to commence negotiations in respect of such proposal or to explore similar alternative proposals with other third parties. The above notice is subject to a number of conditions and exceptions, including that, following the IPO, the Issuer is not required to provide such notice if providing it would be inconsistent with the fiduciary duties of the Issuer's board of directors. Following the Issuer's provision of any notice required under this provision, the Issuer and its advisors shall be free to conduct any such process as they in their sole discretion will determine, including, without limitation, negotiating with any of the prospective third parties and entering into a definitive agreement, without additional notice to Sun Pharmaceutical Industries.

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## Lock-Up Agreement

In connection with the IPO, certain stockholders of the Issuer, including Sun Pharmaceutical Industries, have agreed, subject to specified exceptions, not to directly or indirectly:

- sell, offer, contract or grant any option to sell (including any short sale), pledge, transfer, establish an open “put equivalent position” within the meaning of Rule 16a-1(h) under the Securities Exchange Act of 1934, as amended, or
- otherwise dispose of any shares of Common Stock, options or warrants to acquire shares of Common Stock, or securities exchangeable or exercisable for or convertible into shares of Common Stock currently or hereafter owned either of record or beneficially, or
- publicly announce an intention to do any of the foregoing for a period of 180 days after November 16, 2017 without the prior written consent of Jefferies LLC and Leerink Partners LLC, the IPO underwriters.

The above restrictions terminate after the close of trading of the Common Stock on and including the 180<sup>th</sup> day after November 16, 2017, the date of the IPO Prospectus.

Jefferies LLC and Leerink Partners LLC may, in their discretion and at any time or from time to time before the termination of the 180-day period release all or any portion of the securities subject to lock-up agreements.

## ITEM 7. MATERIAL TO BE FILED AS EXHIBITS

Descriptions of documents set forth on this Schedule are qualified in their entirety by reference to the exhibits listed in this Item 7.

- 10.1. Amended and Restated Investors’ Rights Agreement by and among the Issuer and the parties listed therein dated as of December 22, 2016, a copy of which is incorporated herein by reference from Exhibit 4.1 to the registration statement on Form S-1 originally filed by the Issuer on October 23, 2017.
  - 10.2. Lock-Up Agreement of Sun Pharmaceutical Industries, dated as of October 23, 2017.
  - 99.1. Joint Filing Agreement, dated as of November 27, 2017, by and among the Reporting Persons.
  - 99.2. Power of Attorney.
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**SIGNATURE**

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

Date: November 27, 2017

**Sun Pharmaceutical Industries Limited**

By: /s/ Jeremy Barr  
Name: Jeremy Barr  
Title: Attorney-in-fact

**Dilip S. Shanghvi**

By: /s/ Dilip S. Shanghvi  
Name: Dilip S. Shanghvi

**Sun Pharmaceutical Industries Inc.**

By: /s/ Jeremy Barr  
Name: Jeremy Barr  
Title: Attorney-in-fact

**Sun Pharma (Netherlands) B.V.**

By: /s/ Jeremy Barr  
Name: Jeremy Barr  
Title: Attorney-in-fact

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**SCHEDULE I**

**ADDITIONAL INFORMATION CONCERNING THE REPORTING PERSONS**

**SUN PHARMACEUTICAL INDUSTRIES LTD.**

<b>Name of Directors of Reporting Person</b>	<b>Principal Address</b>	<b>Principal Occupation(1)</b>	<b>Citizenship</b>
Dilip S. Shanghvi	c/o: Sun House, Plot No. 201 B/1, Western Express Highway, Goregaon (East), Mumbai – 400063	Managing Director	India
Israel Makov	c/o:Sun House, Plot No. 201 B/1, Western Express Highway, Goregaon (East), Mumbai – 400063	Chairman	Israel
Sudhir V. Valia	c/o:Sun House, Plot No. 201 B/1, Western Express Highway, Goregaon (East), Mumbai – 400063	Director	India
Sailesh T. Desai	c/o:Sun House, Plot No. 201 B/1, Western Express Highway, Goregaon (East), Mumbai – 400063	Director	India
Kalyansundaram Subramanian	c/o:Sun House, Plot No. 201 B/1, Western Express Highway, Goregaon (East), Mumbai – 400063	Director	New Zealand
S. Mohanchand Dadha	c/o:Sun House, Plot No. 201 B/1, Western Express Highway, Goregaon (East), Mumbai – 400063	Independent Director	India
Vivek Chaand Sehgal	c/o:Sun House, Plot No. 201 B/1, Western Express Highway, Goregaon (East), Mumbai – 400063	Independent Director	Australia
Keki M. Mistry	c/o:Sun House, Plot No. 201 B/1, Western Express Highway, Goregaon (East), Mumbai – 400063	Independent Director	India
Ashwin S. Dani	c/o:Sun House, Plot No. 201 B/1, Western Express Highway, Goregaon (East), Mumbai – 400063	Independent Director	India
Rekha Sethi	c/o:Sun House, Plot No. 201 B/1, Western Express Highway, Goregaon (East), Mumbai – 400063	Independent Director	India

(1) Unless otherwise indicated the Principal Occupation of each person is employment by Sun Pharmaceutical Industries Limited.

**SUN PHARMACEUTICAL INDUSTRIES, INC.**

<b><u>Name of Directors of Reporting Person</u></b>	<b><u>Principal Address</u></b>	<b><u>Principal Occupation(1)</u></b>	<b><u>Citizenship</u></b>
Abhay Gandhi	2, Independence Way, Princeton, New Jersey 08540, United States	CEO – North America	India
Sudhir Valia	c/o: Sun House, Plot No. 201 B/1, Western Express Highway, Goregaon (East), Mumbai – 400063, India	Director	India
Jayesh Shah	2, Independence Way, Princeton, New Jersey 08540, United States	Director	United States
Sunil Mehta	2, Independence Way, Princeton, New Jersey 08540, United States	Director	India

(1) Unless otherwise indicated the Principal Occupation of each person is employment by Sun Pharmaceutical Industries, Inc.

**SUN PHARMA (NETHERLANDS) B.V.**

<b><u>Name of Directors of Reporting Person</u></b>	<b><u>Principal Address</u></b>	<b><u>Principal Occupation(1)</u></b>	<b><u>Citizenship</u></b>
De Kloet Hellen	Polarisavenue 87, 2132 JH Hoofddorp, the Netherlands	Director	Netherlands
Prashant Savla	Polarisavenue 87, 2132 JH Hoofddorp, the Netherlands	Director	Netherlands
Harin P Mehta	704, JBC1, Cluster G, JLT, Dubai, UAE P. O. Box No 643561	Director	India

(1) Unless otherwise indicated the Principal Occupation of each person is employment by Sun Pharma (Netherlands) B.V.

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Lock-up Agreement

October 23, 2017

Jefferies LLC  
Leerink Partners LLC  
BMO Capital Markets Corp.  
As Representatives of the Several Underwriters

c/o Jefferies LLC  
520 Madison Avenue  
New York, NY 10022

and

Leerink Partners LLC  
One Federal Street, 37<sup>th</sup> Floor  
Boston, MA 02110

and

BMO Capital Markets Corp.  
3 Times Square, 25<sup>th</sup> Floor  
New York, NY 10036

RE: scPharmaceuticals Inc. (the "Company")

Ladies & Gentlemen:

The undersigned is an owner of shares of common stock, par value \$0.0001 per share, of the Company ("**Shares**") or of securities convertible into or exchangeable or exercisable for Shares. The Company proposes to conduct a public offering of Shares (the "**Offering**") for which Jefferies LLC, Leerink Partners LLC (together with Jefferies LLC, the "**Lock-Up Party Banks**") and BMO Capital Markets Corp. will act as the representatives (together with the Lock-Up Party Banks, the "**Representatives**") of the underwriters. The undersigned recognizes that the Offering will benefit each of the Company and the undersigned. The undersigned acknowledges that the underwriters are relying on the representations and agreements of the undersigned contained in this letter agreement in conducting the Offering and, at a subsequent date, in entering into an underwriting agreement (the "**Underwriting Agreement**") and other underwriting arrangements with the Company with respect to the Offering.

Annex A sets forth definitions for capitalized terms used in this letter agreement that are not defined in the body of this agreement. Those definitions are a part of this agreement.

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agrees that, during the Lock-up Period, the undersigned will not (and will cause any Family Member not to), subject to the exceptions set forth in this letter agreement without the prior written consent of the Lock-Up Party Banks, who may withhold their consent in their sole discretion:

- Sell or Offer to Sell any Shares or Related Securities currently or hereafter owned either of record or beneficially (as defined in Rule 13d-3 under the Exchange Act) by the undersigned or such Family Member,
  - enter into any Swap,
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- make any demand for, or exercise any right with respect to, the registration under the Securities Act of the offer and sale of any Shares or Related Securities, or cause to be filed a registration statement, prospectus or prospectus supplement (or an amendment or supplement thereto) with respect to any such registration, or
- publicly announce any intention to do any of the foregoing.

The foregoing will not apply to the registration of the offer and sale of the Shares, and the sale of the Shares to the underwriters, in each case as contemplated by the Underwriting Agreement. In addition, the foregoing restrictions shall not apply to (a) the transfer of Shares or Related Securities by gift, or by will or intestate succession to a Family Member or to a trust whose beneficiaries consist exclusively of one or more of the undersigned and/or a Family Member, (b) pursuant to a court order in respect of, or by operation of law as a result of, a divorce, or (c) if the undersigned is a non-individual, transfer of Shares or Related Securities to any affiliate (as such term is defined in Rule 405 of the Securities Act), limited partners, general partners, limited liability company members, trust beneficiaries or stockholders of the undersigned, or, if the undersigned is a corporation, to any wholly owned subsidiary of such corporation, if, in any such case, such transfer is not for value; *provided, however*, that in any such case, it shall be a condition to such transfer or disposition that:

- each transferee executes and delivers to the Representatives an agreement in form and substance satisfactory to the Representatives stating that such transferee is receiving and holding such Shares and/or Related Securities subject to the provisions of this letter agreement and agrees not to Sell or Offer to Sell such Shares and/or Related Securities, engage in any Swap or engage in any other activities restricted under this letter agreement except in accordance with this letter agreement (as if such transferee had been an original signatory hereto); and
- prior to the expiration of the Lock-up Period, no public disclosure or filing under the Exchange Act by any party to the transfer (donor, donee, transferor or transferee) shall be required, or made voluntarily, reporting a reduction in beneficial ownership of Shares in connection with such transfer.

Furthermore, notwithstanding the restrictions imposed by this letter agreement, the undersigned may (i) transfer Shares to the Company upon the exercise of options or warrants during the Lock-up Period to cover tax withholding obligations in connection with such exercise or for the primary purpose of paying the exercise price of options or warrants to acquire Shares, in each case pursuant to a stock option, stock bonus or other stock plan or arrangement or warrants existing as of the date hereof or described in the Prospectus (as defined in the Underwriting Agreement) and any Shares acquired upon such exercise shall remain subject to this letter agreement, *provided* that if the undersigned is required to file a report under the Exchange Act related thereto, such report shall include a statement to the effect that the filing relates to the “net” or “cashless” exercise of options to purchase shares of common stock for the purpose of exercising such options, including, if applicable, the payment of taxes due as a result of such exercise, (ii) establish a trading plan pursuant to Rule 10b5-1 of the Exchange Act, *provided* that no sales or other dispositions of Shares or Related Securities may occur under such plan during the Lock-up Period and no public announcement or filing under the Exchange Act regarding the establishment of such plan shall be required or made during the Lock-up Period, (iii) the transfer of the undersigned’s Shares or Related Securities pursuant to a sale of or an offer to purchase more than 50% of the voting stock of the Company, whether pursuant to a merger, tender offer or otherwise, to a third party or group of third parties, *provided* that in the event that such merger, tender offer or other transaction is not consummated, such Shares or Related Securities held by the undersigned shall remain subject to the restrictions on transfer set forth herein, (iv) transfer or dispose of Shares or Related Securities acquired in open market transactions after the completion of the Offering, or (v) transfer or dispose of Shares or Related Securities acquired in the Offering; *provided* that in the case of (i) above, if the undersigned is required to make a filing under the Exchange Act reporting a reduction in beneficial ownership of Shares during the Lock-up Period, the undersigned shall include a statement describing the purpose of the transaction, *provided further*, that in the case of (iv) and (v) above, no filing under Section 16(a) of the Exchange Act shall be required or voluntarily made by the undersigned in connection with such transfer during the Lock-up Period.

If the undersigned is an officer or director of the Company, the undersigned further agrees that the foregoing provisions shall be equally applicable to any Company-directed Shares the undersigned may purchase or otherwise receive in the Offering (including pursuant to a directed share program).

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In addition, if the undersigned is an officer or director of the Company, (i) the Lock-Up Party Banks agree that, at least three business days before the effective date of any release or waiver of the foregoing restrictions in connection with a transfer of Shares, the Lock-Up Party Banks will notify the Company of the impending release or waiver, and (ii) the Company (in accordance with the provisions of the Underwriting Agreement) will announce the impending release or waiver by press release through a major news service at least two business days before the effective date of the release or waiver. Any release or waiver granted by the Lock-Up Party Banks hereunder to any such officer or director shall only be effective two business days after the publication date of such press release. The provisions of this paragraph will not apply if both (a) the release or waiver is effected solely to permit a transfer not for consideration and (b) the transferee has agreed in writing to be bound by the same terms described in this letter agreement that are applicable to the transferor to the extent and for the duration that such terms remain in effect at the time of the transfer.

The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of Shares or Related Securities held by the undersigned and the undersigned's Family Members, if any, except in compliance with the foregoing restrictions.

In the event that, during the Lock-up Period, the Lock-Up Party Banks grant a discretionary release or waiver of Shares or Related Securities to (i) an officer or director of the Company or (ii) any stockholder of the Company who has executed and delivered to the Lock-Up Party Banks a copy of this agreement and beneficially owns (as such term is defined in Rule 13d-3 under the Exchange Act) 5% or more of the outstanding Shares, calculated as of the closing of the Offering (each, a "**Released Party**"), then the Lock-Up Party Banks shall be deemed to have also released or waived, on the same terms and conditions, if any, the prohibitions set forth in this agreement that would otherwise have applied to the undersigned on a pro-rata basis with respect to the same proportion (determined as a percentage) of the undersigned's Shares or Related Securities as (x) the aggregate amount of Shares and Related Securities of the Released Party subject to the release or waiver bears to (y) the aggregate amount of shares of Shares and Related Securities held by the Released Party at the time of the release or waiver. The provisions of this paragraph will not apply: (i) unless and until the Lock-Up Party Banks have first released or waived more than 1% of the Company's total outstanding Shares (determined as of the closing date of the Offering for, and giving effect to, the Offering) in the aggregate from such prohibitions; (ii) (a) if the release or waiver is effected solely to permit a transfer not involving a disposition for value and (b) the transferee has agreed in writing to be bound by the same terms described in this agreement for the duration of the Lock-up Period; or (iii) if the release or waiver is granted to a holder of Shares or Related Securities in connection with an underwritten public offering, whether or not such offering is wholly or partially a secondary offering, of Shares pursuant to a registration statement under the Securities Act, provided, that in the event of any release or waiver pursuant to this clause (iii), the same percentage of the undersigned's Shares or Related Securities (determined as set forth above) shall be released, but only for the purpose of participating in such public offering. In the event that, as a result of this paragraph, any Shares or Related Securities held by the undersigned are to be released or waived from the restrictions imposed by this agreement, the Lock-Up Party Banks shall notify the Company two business days prior to the effective date of such release or waiver, and the Company, in turn, shall use commercially reasonable efforts to notify the undersigned within one business day thereafter that the same percentage of aggregate Shares or Related Securities held by the undersigned has been released or waived from the restrictions set forth in this agreement; *provided*, that the failure to give any such notice to the Company or the undersigned shall not give rise to any claim or liability against the Underwriters, including the Lock-Up Party Banks.

With respect to the Offering only, the undersigned waives any registration rights relating to registration under the Securities Act of the offer and sale of any Shares and/or any Related Securities owned either of record or beneficially by the undersigned, including any rights to receive notice of the Offering.

The undersigned confirms that the undersigned has not, and has no knowledge that any Family Member has, directly or indirectly, taken any action designed to or that might reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale of the Shares. The undersigned will not, and will cause any Family Member not to take, directly or indirectly, any such action.

Whether or not the Offering occurs as currently contemplated or at all depends on market conditions and other factors. The Offering will only be made pursuant to the Underwriting Agreement, the terms of which are subject to negotiation between the Company and the underwriters.

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This letter agreement shall automatically terminate and be of no further effect upon the earliest to occur, if any, of (i) the Representatives, on the one hand, or the Company, on the other hand, advising the other party in writing, prior to the execution of the Underwriting Agreement, that it has determined not to proceed with the Offering, (ii) the termination of the Underwriting Agreement before the sale of Shares to the underwriters, (iii) the registration statement filed with the Securities and Exchange Commission with respect to the Offering is withdrawn, and (iv) December 31, 2017, in the event that the Underwriting Agreement has not been executed by such date (provided that the Company may by written notice to the undersigned prior to December 31, 2017, extend such date for a period of up to three additional months).

The undersigned hereby represents and warrants that the undersigned has full power, capacity and authority to enter into this letter agreement. This letter agreement is irrevocable and will be binding on the undersigned and the successors, heirs, personal representatives and assigns of the undersigned.

This letter agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

/s/ Abhay Gandhi

\_\_\_\_\_  
Signature

Abhay Gandhi

\_\_\_\_\_  
Printed Name of Person Signing

*(Indicate capacity of person signing if signing as custodian or trustee, or on behalf of an entity)*

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**Certain Defined Terms  
Used in Lock-up Agreement**

For purposes of the letter agreement to which this Annex A is attached and of which it is made a part:

- “**Call Equivalent Position**” shall have the meaning set forth in Rule 16a-1(b) under the Exchange Act.
- “**Exchange Act**” shall mean the Securities Exchange Act of 1934, as amended.
- “**Family Member**” shall mean the spouse of the undersigned, an immediate family member of the undersigned or an immediate family member of the undersigned’s spouse, in each case living in the undersigned’s household or whose principal residence is the undersigned’s household (regardless of whether such spouse or family member may at the time be living elsewhere due to educational activities, health care treatment, military service, temporary internship or employment or otherwise). “**Immediate family member**” as used above shall have the meaning set forth in Rule 16a-1(e) under the Exchange Act.
- “**Lock-up Period**” shall mean the period beginning on the date hereof and continuing through the close of trading on the date that is 180 days after the date of the Prospectus (as defined in the Underwriting Agreement).
- “**Put Equivalent Position**” shall have the meaning set forth in Rule 16a-1(h) under the Exchange Act.
- “**Related Securities**” shall mean any options or warrants or other rights to acquire Shares or any securities exchangeable or exercisable for or convertible into Shares, or to acquire other securities or rights ultimately exchangeable or exercisable for or convertible into Shares.
- “**Securities Act**” shall mean the Securities Act of 1933, as amended.
- “**Sell or Offer to Sell**” shall mean to:
  - sell, offer to sell, contract to sell or lend,
  - effect any short sale or establish or increase a Put Equivalent Position or liquidate or decrease any Call Equivalent Position
  - pledge, hypothecate or grant any security interest in, or
  - in any other way transfer or dispose of,in each case whether effected directly or indirectly.
- “**Swap**” shall mean any swap, hedge or similar arrangement or agreement that transfers, in whole or in part, the economic risk of ownership of Shares or Related Securities, regardless of whether any such transaction is to be settled in securities, in cash or otherwise.

Capitalized terms not defined in this Annex A shall have the meanings given to them in the body of this lock-up agreement.

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**Directors, Officers and Others  
Signing Lock-up Agreement**

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Directors and Nominee:

Mette Kirstine Agger  
Dorothy Coleman  
Abhay Gandhi  
Jack A. Khattar  
Kush M. Parmar M.D., Ph.D.  
Leonard D. Schaeffer  
Jonathan T. Silverstein  
Klaus Veitinger

Officers:

John Tucker  
Abraham Ceesay  
Troy Ignelzi

Others:

Pieter Muntendam  
5AM Ventures  
Lundbeckfond Invest A/S  
OrbiMed Private Investments VI, L.P.  
Sun Pharmaceutical Industries, Inc.  
[All other securityholders of the Company]

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**JOINT FILING AGREEMENT**

This Joint Filing Agreement, dated as of November 27, 2017, is by and among Dilip S. Shanghvi, Sun Pharmaceutical Industries Ltd., Sun Pharmaceutical Industries, Inc. and Sun Pharma (Netherlands) B.V. (collectively, the "Filers").

Each of the Filers may be required to file with the United States Securities and Exchange Commission a statement on Schedule 13D and/or 13G with respect to shares of Common Stock, \$0.0001 par value per share, of scPharmaceuticals Inc. that may be beneficially owned by them, directly or indirectly, from time to time.

Pursuant to and in accordance with Rule 13d-1(k) promulgated under the Securities Exchange Act of 1934, as amended, the Filers hereby agree to file a single statement on Schedule 13D and/or 13G (and any amendments thereto) on behalf of each of such parties, and hereby further agree to file this Joint Filing Agreement as an exhibit to such statement, as required by such rule.

This Joint Filing Agreement may be terminated by any of the Filers upon one week's prior written notice (or such lesser period of notice as the Filers may mutually agree) to the other party.

Executed and delivered as of the date first above written.

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IN WITNESS WHEREOF, the undersigned hereby execute this Agreement as of the date first set forth above.

**Sun Pharmaceutical Industries Ltd.**

By: /s/ Jeremy Barr as Attorney-in-Fact

**Sun Pharmaceutical Industries, Inc.**

By: /s/ Jeremy Barr as Attorney-in-Fact

**Sun Pharma (Netherlands) B.V.**

By: /s/ Jeremy Barr as Attorney-in-Fact

**Dilip S. Shanghvi**

By: /s/ Dilip. S. Shanghvi

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## POWER OF ATTORNEY

Know all by these presents, that the undersigned hereby constitutes and appoints each of Jeremy Barr and Evgeniya Berezkina, and with full power of substitution, as the undersigned's true and lawful attorney-in-fact to:

(1) execute for and on behalf of the undersigned, in connection with the undersigned's beneficial ownership of, or participation in a group with respect to, securities beneficially owned, directly or indirectly, of scPharmaceuticals Inc., a Delaware corporation (the "Company"), forms and documents related specifically to Section 13 and Section 16 of the Securities Exchange Act of 1934 and the rules thereunder (the "Exchange Act"), and any joint filing agreement in connection with the foregoing;

(2) do and perform any and all acts for and on behalf of the undersigned which may be necessary or desirable to complete and execute any such forms and documents related specifically to Section 13 and Section 16 of the Exchange Act, complete and execute any amendment or amendments thereto, and timely file such form and documents with the U.S. Securities and Exchange Commission (the "SEC") and any stock exchange or similar authority; and

(3) take any other lawful action of any type whatsoever in connection with the foregoing which, in the opinion of any such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by any such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as such attorney-in-fact may approve in any such attorney-in-fact's discretion.

The undersigned hereby grants to each such attorney-in-fact with full power of substitution or revocation, hereby ratifying and confirming all that each such attorney-in-fact, or each such attorney-in-fact's substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted. All lawful acts done by the attorney-in-fact in this regard shall be deemed to have been done by the undersigned. The undersigned acknowledges that the foregoing attorneys-in-fact, in serving in such capacity at the request of the undersigned, are not assuming, nor is the Company assuming, any of the undersigned's responsibilities to comply with Section 13 or Section 16 of the Exchange Act.

This Power of Attorney shall remain in full force and effect until the undersigned is no longer required to file forms and documents related specifically to Section 13 and Section 16 of the Exchange Act with respect to the undersigned's holdings of and transactions in securities issued by the Company, or for a period of one (1) year, unless earlier revoked by the undersigned in a signed writing delivered to each of the foregoing attorneys-in-fact, whichever is earlier.

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IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 24<sup>th</sup> day of November, 2017.

**Sun Pharmaceutical Industries Ltd.**

By: /s/ Sailesh T. Desai  
Name: Sailesh T. Desai  
Title: Director

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**Sun Pharmaceutical Industries, Inc.**

By: /s/ Abhay Gandhi  
Name: Abhay Gandhi  
Title: CEO – North America

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**Sun Pharma (Netherlands) B.V.**

By: /s/ Prashant Salva  
Name: Prashant Salva  
Title: Director

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