

EXHIBIT B

**FORM OF TRANSFER CERTIFICATE –
RESTRICTED GLOBAL NOTE TO
UNRESTRICTED GLOBAL NOTE
(Transfers Pursuant to Section 305(b)(2) of the Indenture)**

Citibank, N.A.
As Trustee
3rd Floor Cottons Centre
Hay's Lane
London SE1 2QT
United Kingdom

Re: Singapore Telecommunications Limited
7.375% Notes due 2031 (the "Securities")

Reference is hereby made to the Indenture, dated as of November 20, 2001 (the "Indenture"), among Singapore Telecommunications Limited (the "Company") and Citibank, N.A., as Trustee. Terms used but not defined herein and defined in Regulation S or Rule 144 under the Securities Act or in the Indenture shall have the meanings given to them in Regulation S or the Indenture, as the case may be.

This certificate relates to US\$ _____ principal amount of Securities, which are evidenced by the Restricted Global Note (the "Specified Securities").

The Person in whose name this certificate is executed below (the "Undersigned") hereby certifies that either (i) it is the sole beneficial owner of the Specified Securities or (ii) it is acting on behalf of all the beneficial owners of the Specified Securities and is duly authorized by them to do so. Such beneficial owner or owners are referred to herein collectively as the "Owner". If the Specified Securities are represented by a Global Note, they are held through the Depository or an Agent Member in the name of the Undersigned, as or on behalf of the Owner.

The Owner has requested that the Specified Securities be transferred to a Person (the "Transferee") who will take delivery in the form of an interest in the Unrestricted Global Note. In connection with such transfer, the Owner hereby certifies that such transfer is being effected in accordance with [Rule 903/Rule 904/Rule 144] under the Securities Act and with all applicable securities laws of the states of the United States and other jurisdictions. Accordingly, the Owner hereby further certifies as follows:

[(A) the Owner is not a distributor of the Securities, an affiliate of the Company or any such distributor or a Person acting on behalf of any of the foregoing;

(B) the offer of the Specified Securities was not made to a Person in the United States;

(C) either:

(i) at the time the buy order was originated, the Transferee was outside the United States or the Owner and any Person acting on its behalf reasonably believed that the Transferee was outside the United States; or

(ii) the transaction is being executed in, on or through a designated offshore securities market and neither the Owner nor any Person acting on its behalf knows that the transaction has been prearranged with a buyer in the United States;

(D) no directed selling efforts have been made in the United States by or on behalf of the Owner or any Affiliate thereof;

(E) if the Owner is a dealer in securities or has received a selling concession, fee or other remuneration in respect of the Specified Securities, and the transfer is to occur during the Restricted Period, then the requirements of Rule 904(b)(1) have been satisfied;

(F) the transaction is not part of a plan or scheme to evade the registration requirements of the Securities Act; and

(G) the transferee has agreed to comply with the restrictions set forth under "Transfer Restrictions" in the Offering Circular dated November 15, 2001.¹

[(A) the transfer is occurring after November 20, 2002 and is being effected in accordance with the applicable amount, manner of sale and notice requirements of Rule 144; or

(B) the transfer is occurring after November 20, 2003 and the Owner is not, and during the preceding three months has not been, an affiliate of the Company or any Guarantor.]²

This certificate and the statements contained herein are made for your benefit and the benefit of the Company and the Initial Purchasers under the Subscription Agreement.

Dated:

(Print the name of the Undersigned, as such term is defined in the second paragraph of this certificate.)

By: _____
Name:

¹ For transfers effected under Rule 904.

² For transfers effected under Rule 144.

Title:

(If the Undersigned is a corporation, partnership
or fiduciary, the title of the person signing on
behalf of the Undersigned must be stated.)

EXHIBIT C

**FORM OF TRANSFER CERTIFICATE –
UNRESTRICTED GLOBAL NOTE TO
RESTRICTED GLOBAL NOTE
(Transfers Pursuant to Section 305(b)(3) of the Indenture)**

Citibank, N.A.
As Trustee
3rd Floor Cottons Centre
Hay's Lane
London SE1 2QT
United Kingdom

Re: Singapore Telecommunications Limited
7.375% Notes due 2031 (the "Securities")

Reference is hereby made to the Indenture, dated as of November 20, 2001 (the "Indenture"), between Singapore Telecommunications Limited (the "Company") and Citibank, N.A., as Trustee. Terms used but not defined herein and defined in Regulation S or in the Indenture shall have the meanings given to them in Regulation S or the Indenture, as the case may be.

This certificate relates to a beneficial interest of US\$ _____ principal amount of Securities, which are evidenced by the Unrestricted Global Note (the "Specified Securities").

The Person in whose name this certificate is executed below (the "Undersigned") hereby certifies that either (i) it is the sole beneficial owner of the Specified Securities or (ii) it is acting on behalf of all the beneficial owners of the Specified Securities and is duly authorized by them to do so. Such beneficial owner or owners are referred to herein collectively as the "Owner". The Specified Securities are represented by a Global Note, held through the Depositary or an Agent Member in the name of the Undersigned, as or on behalf of the Owner.

The Owner has requested that the Specified Securities be transferred to a Person (the "Transferee") who will take delivery in the form of an interest in the Restricted Global Note. In connection with such transfer, the Owner hereby certifies that such transfer is being effected in accordance with Rule 144A under the Securities Act and with all applicable securities laws of the states of the United States and other jurisdictions. Accordingly, the Owner hereby further certifies as follows:

(1) the beneficial interest in the Specified Securities is being transferred to a Person that the Owner and any Person acting on its behalf reasonably believe is a "qualified institutional buyer" within the meaning of Rule 144A, acquiring for its own account or for the account of one or more qualified institutional buyers, and that each beneficial owner of any interest in the Specified Securities has been advised that the transfer of such interest to it may be made only in reliance on Rule 144A;

(2) the Transferee has acknowledged that the Transferee is obtaining an interest in the Specified Securities for its own account, or for one or more accounts with respect to which the Transferee exercises sole investment discretion, and has agreed to comply with the restrictions on transfer set forth under "Transfer Restrictions" in the Offering Circular dated November 15, 2001.

(3) the Owner and any Person acting on its behalf have taken reasonable steps to ensure that the Transferee is aware that the Owner may be relying on Rule 144A in connection with the transfer; and

(4) the Transferee has acknowledged that it is aware that the Company, the Initial Purchaser, any of their Affiliates and others will rely upon the truth and accuracy of its acknowledgements, representations and agreements with respect to the transfer of the Specified Securities.

Any transfer in violation of the foregoing requirements set forth under paragraphs (1) through (5) will be void and the Company will not be obliged to make any payments in respect of such Specified Securities until a complying transfer is made.

This certificate and the statements contained herein are made for your benefit and the benefit of the Company and the Initial Purchasers under the Subscription Agreement.

Dated:

(Print the name of the Undersigned, as such term is defined in the second paragraph of this certificate.)

By: _____
Name:
Title:

(If the Undersigned is a corporation, partnership or fiduciary, the title of the person signing on behalf of the Undersigned must be stated.)