

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported) March 3, 2006

LEGEND INTERNATIONAL HOLDINGS, INC
(Exact Name of Company as Specified in Charter)

Delaware

000-32551

23-3067904

(State or Other Jurisdiction
of Incorporation)

(Commission File No.)

(IRS Employer
Identification No.)

Level 8, 580 St Kilda Road, Melbourne, Victoria Australia 3004

(Address of Principal Executive Offices)

(Zip Code)

Company's telephone number

61-3-8532-2860

Company's facsimile number

61-3-8532-2805

Company's email address

lgdi@axisc.com.au

Company's website address

www.lgdi.net

Item 1.01 Entry into a Material Definitive Agreement

Effective as of March 3, 2006, Legend International Holdings, Inc, a Delaware corporation (the "Company") entered into a Contract for the Sale of Mining Tenements ("Contract") with Astro Diamond Mines N.L. ("Astro") an Australian company pursuant to which the Company shall acquire certain diamond mining tenements in Northern Australia from Astro, subject to the terms and conditions discussed below. The Contract is conditional on the approval of shareholders of Astro approving the sale of the tenements to Legend. The consideration payable by Legend to Astro is Australian dollars \$1.5 million and is payable 90 days after the approval of Astro shareholders. If Legend does not make the payment within the time period, the Contract is cancelled. At settlement, Legend is also required to pay to Astro any costs incurred on the tenements after February 1, 2006. Astro has provided commercial warranties which are usual for a transaction of this nature in favour of Legend. Astro intends to schedule a meeting of its shareholders in April 2006 to consider and vote upon the Contract. Under Australian law, Astro is required to provide an independent experts report to shareholders for this transaction. In order to prepare the independent experts report, a mineral valuation was prepared on behalf of Astro which indicated that the preferred value for the tenements the subject of the transaction was Australian dollars \$1.5 million. This formed the basis of the consideration agreed by the parties.

The President and Chief Executive Officer of the Company, Mr. J. I. Gutnick, is Chairman and Managing Director of Astro and Dr DS Tyrwhitt, an independent Director of the Company is also a Director of Astro.

The tenements are located in the Northern Territory of Australia and are prospective for diamonds. The project areas are referred to as Calvert Hills (the Foelsche and Selby areas) and Cox (Broadmere).

The Foelsche and Selby areas are located in the Gulf country of the Northern Territory. This land package covers over 8,000 square kilometers of diamond prospective terrain. The Foelsche project area is located less than 20 kilometres east of the Merlin diamond field held by North Australian Diamonds Ltd. The Selby prospect area is approximately 130 kilometres to the east. Portions of these prospects have been surveyed using airborne electromagnetic geophysical techniques ("EM") with highly encouraging results. Numerous anomalies were found to occur within areas drained by streams containing significant kimberlite indicator minerals. Selected airborne anomalies in various settings were followed up with detailed ground gravity surveys. The results of the gravity survey have defined several outstanding coincident gravity anomalies showing much greater detail than the airborne survey. These results are considered to be very encouraging. Government requirements will need to be met before access and drilling can be carried out next year.

Other holdings in the district include areas adjacent to the Abner Range discoveries of Gravity Diamonds Ltd, and a large position at the Cox project area, 230 kilometres to the west. The Cox project area consists of more than 9,200 square kilometers of terrain that is also prospective for diamonds. Microdiamonds, macrodiamonds and chromites were recovered by previous explorers in the Broadmere area within the Cox project. It is envisaged that an airborne electromagnetic survey can be flown over this area in the next field season, which runs from April to November 2006.

The Broadmere prospect is located within the Cox group of tenements, which are centred 230 kilometres northwest of the Merlin field. Three macrodiamonds and numerous microdiamonds have been recovered by previous explorers from two broad areas within the Broadmere prospect. It is envisaged that these two broad areas will constitute the beginning of further detailed airborne surveys in the next field season, which runs from April to November 2006.

Item 9.01. Financial Statements and Exhibits.

(c) *Exhibits.*

Exhibit No. Description of Exhibit

10.1 Contract for the Sale of Mining Tenements.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

LEGEND INTERNATIONAL HOLDINGS INC.
(Company)

By:

A handwritten signature in black ink, appearing to read "Peter Lee", written over a horizontal dashed line.

Peter Lee
Secretary

Dated: March 3 2006

ASTRO DIAMOND MINES N.L.

Vendor

and

LEGEND INTERNATIONAL HOLDINGS INC.

Purchaser

**CONTRACT FOR THE SALE
OF MINING TENEMENTS**

THIS DEED is dated 3 March 2006

BETWEEN:

ASTRO DIAMOND MINES N.L. of PO Box 6315 St Kilda Road Central, Melbourne, Victoria 8008 ACN 007 090 904 ("Vendor")

AND

LEGEND INTERNATIONAL HOLDINGS INC. of Level 8, 580 St Kilda Road, Melbourne, Victoria ("Purchaser")

RECITALS:

- A. The Vendor is the registered holder and beneficial owner of the interest in the Tenements hereinafter defined.
- B. The Vendor has agreed to sell and the Purchaser has agreed to purchase the interest of the Vendor in the Tenements on the terms and conditions set out below.

NOW THIS DEED WITNESSES

1) Definitions

- a) In this Agreement, unless the context otherwise requires:-

"Conditions" means the conditions set out in clause 3.1;

"Encumbrance" includes a mortgage, charge, bill of sale, lien, pledge, plaint, writ, warrant, caveat or any other interest, right, claim or demand whatsoever;

"Interest" means the interest of the Vendor in the Tenements, as set out in Schedule 1.

"Mines Department" means the Department of Primary Industry, Fisheries & Mines, Northern Territory;

"Mining Act" means the Mining Act of the Northern Territory and all regulations made thereunder;

"Mining Information" means:-

- i) all surveys, maps, plans and diagrams of the Tenements and the adjacent areas;
- ii) all drill samples and cores, drilling locations and drilling logs from drilling conducted on the Tenements or the adjacent areas;
- iii) all assay reports and geological, geochemical and geophysical samples and reports of or with respect to ores extracted from or located upon the Tenements or the adjacent areas;

- iv) all mining and metallurgical and feasibility studies with respect to the Tenements or the adjacent areas; and
- v) all papers, notes, advices and reports extracted or compiled from or based upon the documents and things referred to above and all other data, specifications, records (in whatever form), reports, accounts and other documents or things and knowledge (whether reduced to writing or not) relating to the Tenements or the adjacent areas;

owned by or in the possession of the Vendor;

"Minister" means the minister from time to time charged with the administration of the Mining Act;

"Purchase Price" means the sum of one million five hundred thousand Australian dollars (AUD\$1,500,000);

"Schedule" means a schedule to this Agreement;

"Settlement" means the completion by the Vendor and the Purchaser of the sale and purchase of the Interest as contemplated by this Agreement and shall take place on the Settlement Date;

"Settlement Date" means the date upon which Settlement occurs;

"Tenements" means each of the mining tenements listed in Schedule 1 and includes any mining tenements applied for or granted at any time in respect of all or any part or parts of the area the subject of those mining tenements or any of them.

2) Sale and Purchase

- a) The Vendor hereby agrees to sell as beneficial owner and the Purchaser hereby agrees to purchase, free from all Encumbrances, the Interest, for the consideration and otherwise upon and subject to the terms and conditions set out in this Agreement.
- b) The Settlement Date shall be the date three (3) months after approval by shareholders of the Vendor of the sale of the Interest as set out in Clause 3.1(2).
- c) As consideration for the purchase of the Interest, the Purchaser shall pay to the Vendor the Purchase Price by bank cheque.
- d) The Purchaser shall lodge this Agreement for assessment of stamp duty if applicable.
- e) No less than seven (7) days prior to the Settlement Date, the Purchaser shall deliver to the Vendor forms of transfer of the Interest in a form registrable at the Mines Department, executed by the Purchaser ("Transfers").
- f) On the Settlement Date, the Purchaser shall pay to the Vendor the Purchase Price payable pursuant to clause 2.3.

- g) Representatives of the Vendor and the Purchaser shall on the Settlement Date, or as soon as practicable after stamped Transfers of the Interest are available, attend at the Mines Department to lodge the Transfers for registration.
- h) The Vendor shall on the Settlement Date deliver and provide all Mining Information to the Purchaser.
- i) Settlement shall take place on the Settlement Date at the offices of the Vendor.
- j) The Vendor shall pay all rent relating to any of the Tenements and council rates, royalties, utility charges or other outgoings chargeable or payable with respect to any of the Tenements up to the Settlement Date from which date the Purchaser shall pay the same and in the event that any such outgoings are payable in respect of a certain period and the Settlement Date falls during that period, then such outgoings shall be apportioned between the Vendor and the Purchaser on the basis that the Vendor pays all such outgoings for the period prior to and including the Settlement Date and the Purchaser pays the outgoings in respect of the period after the Settlement Date.
- k) Title and risk in the Interest will pass to the Purchaser upon Settlement. The Vendor as lessee or licensee as the case may be of the Tenements assigns to the Purchaser all of its estate, title and interest in the Tenements and the Purchaser agrees to assume and discharge all of the obligations and liabilities attaching to the Tenements.

3) Conditions

- a) This Agreement is conditional upon:-
 - i) the Minister, or an officer of the Mines Department acting with the authority of the Minister, consenting in writing to the sale of the Interest hereunder as contemplated hereunder;
 - ii) the approval of shareholders of the Vendor pursuant to the ASX Listing Rules of the sale of the Interest as contemplated hereunder if required;
 - (3) the Purchaser having conducted all such reasonable enquiries required to satisfy itself as to the status and nature of the Interest and the interest of the Vendor therein.
- b) Condition 3.1.2 is included solely for the benefit of the Purchaser and the Purchaser, in its absolute discretion, may at any time waive that Condition in whole or in part by notice in writing to the Vendor and condition 3.1.3 may be waived in writing by the Vendor and the Purchaser respectively if it is determined by the ASX that shareholder approvals are not required. All other Conditions may be waived by agreement in writing by the Vendor and the Purchaser.

- c) Each of the parties shall use their best endeavours to procure that the Conditions are satisfied as soon as practicable after the date of execution of this Agreement, and the parties hereto agree that the Purchaser shall apply for the consent referred to in Condition 1 as soon as practicable after execution of this Agreement.
- d) In the event that any of the Conditions are not satisfied or waived within 60 days of the date of this Agreement, or such later date as the parties may agree, this Agreement may be terminated by notice by either party to the other and upon termination this Agreement, except for this clause, shall be of no further force or effect but without affecting liability for breach of this Agreement arising before the date of termination.

4) Vendor's Warranties

The Vendor hereby warrants to the Purchaser with the intention that such warranties shall survive settlement hereunder, that:-

- i) the Vendor is the registered holder and beneficial owner of the Interest and will upon the Settlement Date be capable of transferring the Interest to the Purchaser free of all Encumbrances;
 - ii) the Vendor is not aware of any litigation or proceedings of any nature whatsoever concerning any of the Tenements (including without limitation any claim seeking forfeiture of any of the Tenements) pending or threatened against the Vendor or any other person which may defeat, impair, detrimentally affect or reduce the right, title and interest of the Vendor in any of the Tenements or the interest therein expressed to be sold to the Purchaser under this Agreement;
 - iii) each of the Tenements is of full force and effect and in good standing and not liable to forfeiture for any reason;
 - iv) there are not or will not on the Settlement Date be any agreements affecting the Tenements;
 - v) there is not in existence any current compensation agreement with the owner or occupier of any land which is subject to any of the Tenements;
 - vi) the Vendor has corporate power to own, sell and assign the Tenements and to bind itself in the manner contemplated by this Agreement and to execute, deliver and perform this Agreement;
 - vii) the Vendor has not granted, (and will not have granted at the date Settlement is effected) to any person, firm or corporation any rights to own or possess any interest or any rights to explore or prospect for minerals or to mine the same in any part of the Tenements (or any of them);
 - viii) all Mining Information has been disclosed to the Purchaser.
- (9) All debts, liabilities or obligations that arise prior to the Settlement Date in respect of the Interest shall be the sole and exclusive responsibility of the Vendor.

5) Vendor's Covenants

- a) The Vendor hereby covenants and agrees with the Purchaser that until the Settlement Date it shall comply with, observe and perform all the requirements and provisions which attach to each of the Tenements and of the Mining Act and any other statutes insofar as they apply to any of the Tenements and shall, without limiting the generality of the foregoing:-
- i) do all things necessary to keep each Tenement in good standing and free from all Encumbrances or liability to forfeiture or non-renewal;
 - ii) pay all fees, rents, rates and other sums levied or assessed on or in connection with any of the Tenements;
 - iii) comply with all the expenditure and work conditions relating to each of the Tenements;
 - iv) forthwith upon receipt from the Department of Mines, the Minister or from any Warden, Court or other body deliver to the Purchaser copies of any notices or other documents received in respect of any of the Tenements; and
 - v) not make, execute or enter into any agreement with respect to the land the subject of the Tenements or part thereof.
- b) If requested by the Purchaser at any time or from time to time, whether before or after the Settlement Date, the Vendor shall execute all such notices, applications, assignments, transfers and documents and do all such matters, acts and things as may in the Purchaser's reasonable opinion be necessary or desirable for the purpose of giving full effect to this Agreement or for the purposes of protecting or maintaining any of the Tenements including without limitation assisting in the defence of complaints for forfeiture in respect of any of the Tenements and giving evidence in relation to any legal proceedings in respect of any of the Tenements. The cost in relation to all such matters shall be borne as agreed between the parties.

6) Possession

Subject to the Mining Act the Purchaser shall be entitled to possession of the Interest as and from the Settlement Date.

7) Caveats and Registration

The Purchaser may register this Agreement as a dealing in respect of each Tenement and may lodge such caveats as it thinks fit to protect its interest under this Agreement and the Vendor hereby agrees that during the continuance of this Agreement the Vendor will not take any steps to remove such caveats.

8) Default

- a) Subject to Clause 8.2 of this Agreement, time shall be of the essence of this Agreement in all respects but neither the Vendor nor the Purchaser shall be entitled to terminate this Agreement on the ground of the other's default in performing or observing any obligation imposed on that other party under the contract;

unless

- (1) the party not in default has first given to the party in default a written notice specifying the default complained of, which notice shall require that the default be remedied within 14 days; and
- (2) the party in default fails to remedy the default within such 14 days.

The giving of a notice under this clause does not prejudice the right of either party to give a further notice under this clause and this clause shall not apply where either party expressly repudiates this Agreement.

- b) If the Purchaser does not pay to the Vendor the Purchase Price by the Settlement Date, then unless agreed otherwise by the Parties, this Agreement terminates at 5pm on the Settlement Date.

9) Confidentiality

- a) The terms of this Agreement, and of negotiations leading to the execution of this Agreement not in the public domain shall be confidential during the term of the Agreement. The terms of this Agreement will not be disclosed by a Party without the written consent of the other Parties. The consent shall be given or denied promptly but shall not be unreasonably withheld. The information may be furnished without consent by a Party to:
 - i) a Related Corporation;
 - ii) any State or Federal Government having lawful jurisdiction over a Party;
 - iii) any stock exchange on which shares or other securities of the Party or a Related Corporation are listed when required by regulations of that stock exchange provided that the Parties shall use their best endeavours to agree on the wording of any statement or announcement to the stock exchange;
 - iv) financial and lending institutions or other third parties for the purpose of acquiring finance;
 - v) independent consultants and contractors of a Party whose duties in relation to the reasonably require such disclosure; and
 - vi) independent accountants or legal counsel engaged by a Party to give advice on matters relating to this Agreement.
- b) All the Parties shall use reasonable endeavours to agree on the wording of all public announcements and statements including statements to shareholders whether contained in an annual report or made at a general meeting or otherwise, relative to the subject matter of this Agreement.

10) General Provisions

- a) Any notice request election or other communication required to be given by one party to another under this Agreement or given by one party to another in connection with this Agreement must be in writing, addressed to the company secretary of the other party at the following addresses:

The Vendor

The Company Secretary
Astro Diamond Mines NL
PO Box 6315, St Kilda Road Central, Melbourne, Victoria, 8008
Facsimile: (03) 8532 2805

The Purchaser

The Secretary
Legend International Holdings Inc.
Level 8, 580 St Kilda Road, Melbourne, Victoria, 3004
Facsimile: (03) 8532 2881

or such other address as may be notified in writing from time to time and:

- (1) delivered to that party's address;
 - (2) sent by prepaid certified post to that party's address; or
 - (3) transmitted by facsimile to that party's facsimile receiver number.
- b) A notice request election or other communication shall be deemed to have been duly given and received:
- (1) if left at the party's address, when delivered;
 - (2) if sent by certified post, 3 days after posting;
 - (3) on the day of transmission, if transmitted by facsimile on a business day during normal business hours in the place where the recipients address is located, otherwise the next following business day, if a correct and complete transmission report for that transmission is received from the sender's machine.

For the purposes of this clause, "business day" means a day when major banks are open for business in Victoria, Australia.

- c) This Agreement constitutes the entire contract between the parties with regard to the matters dealt with in this Agreement and no representations, terms, conditions or warranties not contained in this Agreement shall be binding on the parties.
- d) No agreement varying, adding to, deleting from or cancelling this Agreement, shall be effective unless reduced to writing and signed by or on behalf of the parties.
- e) No indulgence granted by a party shall constitute a waiver of any of that party's rights under this Agreement and that party shall not be precluded as a consequence of having granted such indulgence from exercising any rights against the other party or parties which may have arisen in the past or which may arise in the future.

- f) The provisions of this Agreement shall enure for the benefit of and be binding upon the parties and their respective successors and permitted assigns.
- g) This Agreement shall be governed by and construed in accordance with the laws from time to time in force in Victoria, Australia and the parties agree to submit to the jurisdiction of the courts of that State and all courts of appeal therefrom.
- h) This Agreement does not create a partnership between the parties.
- i) The Purchaser shall pay all stamp duty assessed on this Agreement, the Mortgage and any document executed in pursuance hereof or contemplated hereby and all registration fees in connection therewith.
- j) Each party shall bear its own legal costs of and incidental to the preparation, negotiation, execution and stamping of this Agreement in triplicate.
- k) Each party will do, execute, acknowledge and deliver all and every such further act, deeds, agreements, covenants, applications, assignments and other assurances as may be necessary or expedient for the purposes of giving full effect to the terms and conditions and purposes of this Agreement.
- l) No statute, proclamation, order, regulation, by-law or moratorium whether present or future shall (unless the application thereof is mandatory by law) apply to this Agreement so as to abrogate, extinguish, impair, diminish, fetter, delay or otherwise prejudicially affect any rights, powers, remedies or discretions of or accruing hereunder to any party.
- m) The parties intend this Agreement to operate and have effect as a Deed but in the event that this Agreement or the execution thereof fails to comply with any statutory or formal requirement relating to the creation of deeds, it is the intention of the parties that this Agreement shall nevertheless constitute a legally binding agreement.
- n) Nothing contained in this Agreement shall, unless any intention to the contrary is expressly stated, be deemed to constitute or authorise any party to act as the agent or representative of any other party or parties for any reason or purpose whatsoever. No party shall have any authority to act for or to assume any obligation or responsibility on behalf of any other party or parties except as otherwise expressly provided herein or by other express agreement between the parties.
- o) Notwithstanding anything contained in this deed, the parties acknowledge that if a claim to native title exists or is claimed over any part of the land the subject of the Tenements no party shall have any claim against any other party in respect of any breach of warranty or obligation contained in this deed arising from the native title claim.

11) Interpretation

- a) In this Agreement and subject to any express contrary intention expressed herein:-
 - i) singular words include the plural and plural words include the singular and neuter words include the masculine and feminine genders and words of any gender include the other genders;

- ii) words denoting natural persons include natural persons and corporations;
- iii) the headings in this Agreement (including headings in the Schedule) do not affect the interpretation or construction of this Agreement and references to parts, recitals, clauses, paragraphs or schedules by letter or number are references to this Agreement;
- iv) reference to any statute or regulation in this Agreement include a reference to that statute or regulation as amended, modified or replaced from time to time and reference to a statute includes orders, ordinances, regulations, rules and by-laws made under or pursuant to that statute;
- v) the word "day" where used herein refers to a calendar day whether or not it is Saturday, Sunday or a Public Holiday (as prescribed by Government) provided that any act, matter or thing required herein to be done on a Saturday, Sunday or Public Holiday (as prescribed by Government) may be done on the next business day when banks are open for trading;
- vi) reference to a party includes a reference to its personal representatives, successors and permitted assigns.

EXECUTED as a Deed on the firstmentioned date.

**THE COMMON SEAL of ASTRO
DIAMOND MINES NL** was
hereunto affixed by authority of the
Directors in the presence of:



Director:



Director/Secretary:

**THE COMMON SEAL of LEGEND
INTERNATIONAL HOLDINGS INC.**
was hereunto affixed by authority of the
Directors in the presence of:



Director:



Director/Secretary:

SCHEDULE 1
Tenements

Comp	TenID	Project	Stat	Grant	Interest
ARO	EL 22244	CALVERT HILLS	Granted	07/03/2003	100%
ARO	EL 22245	CALVERT HILLS	Granted	07/03/2003	100%
ARO	EL 22246	CALVERT HILLS	Granted	05/02/2003	100%
ARO	EL 22247	CALVERT HILLS	Granted	05/02/2003	100%
ARO	EL 22251	CALVERT HILLS	Granted	24/04/2003	100%
ARO	EL 22252	CALVERT HILLS	Granted	22/08/2002	100%
ARO	EL 22294	COX	Application		100%
ARO	EL 22295	COX	Granted	05/02/2003	100%
ARO	EL 22296	COX	Granted	05/02/2003	100%
ARO	EL 22297	COX	Granted	08/08/2003	100%
ARO	EL 22298	COX	Granted	24/04/2002	100%
ARO	EL 22299	COX	Application		100%
ARO	EL 22300	COX	Granted	26/09/2002	100%
ARO	EL 22302	COX	Granted	26/09/2002	100%
ARO	EL 22351	CALVERT HILLS	Granted	08/08/2003	100%
ARO	EL 23116	CALVERT HILLS	Granted	03/03/2003	100%
ARO	EL 23117	CALVERT HILLS	Granted	03/03/2003	100%
ARO	EL 23118	CALVERT HILLS	Granted	03/03/2003	100%
ARO	EL 23119	CALVERT HILLS	Granted	03/03/2003	100%
ARO	EL 23120	CALVERT HILLS	Application		100%
ARO	EL 23121	CALVERT HILLS	Granted	03/03/2003	100%
ARO	EL 23124	COX	Application		100%
ARO	EL 23126	COX	Granted	08/08/2003	100%
ARO	EL 23127	COX	Application		100%
ARO	EL 23162	COX	Application		100%
ARO	EL 23510	CALVERT HILLS	Granted	03/03/2003	100%
ARO	EL 23511	CALVERT HILLS	Granted	03/03/2003	100%
ARO	EL 23512	CALVERT HILLS	Granted	03/03/2003	100%
ARO	EL 23513	CALVERT HILLS	Granted	03/03/2003	100%
ARO	EL 23514	CALVERT HILLS	Granted	03/03/2003	100%
ARO	EL 23515	CALVERT HILLS	Granted	04/07/2003	100%