REMUNOM
ISSN 2178-6925

Received: 12/07/2026 - **Accepted:**24/08/2026
Vol: 13.18 - August
DOI: 10.66104/tc7e5q24
Pages: 1-26

The annotation of carbon project agreements in the land register: third-party effects and the limits of Article 43(5) of Brazilian Law 15,042/2024

A averbação do contrato de projeto de carbono na matrícula imobiliária: efeitos perante terceiros e limites do art. 43, § 5º, da Lei nº 15.042/2024

La anotación de los contratos de proyectos de carbono en el registro de la propiedad: efectos frente a terceros y límites del artículo 43, § 5º, de la Ley brasileña 15.042/2024

Thiago Maciel de Paiva Costa[1]

Igor Clem Souza Soares[2]

Abstract: This article examines the third-party effects of the annotation (*averbação*) in the land-register folio (*matrícula*) of an agreement between the generator and the developer of a forest carbon-credit project under Article 43(5) of Brazilian Law 15,042/2024. It distinguishes land-register publicity, cognizability, opposability, succession to the debtor position, *propter rem* obligations, and proprietary effect. The legislative history shows that Congress made annotation mandatory to enhance legal certainty and transparency in land transactions. This purpose supports qualified land-register publicity: a purchaser is informed of the project and of any legally admissible restrictions described in the entry. Annotation alone does not transfer the entire contractual position, render every undertaking *propter rem*, or create a property right in favor of the developer. Article 54(III) of Law 13,097/2015 applies only to clauses that qualify as conventional restrictions on the enjoyment of a registered right or as another encumbrance provided by law. The express successor-binding rules governing payments for environmental services and environmental servitudes confirm the relevance of a statutory bridge. The article also distinguishes book-entry publicity of the credit from land-register publicity of the project and examines cases in which credit ownership and the registered position concerning the land do not coincide. The statute addressed publicity more fully than the substantive position of a purchaser, leaving a regulatory gap that requires national guidance.

Keywords: forest carbon credit; annotation; land-register publicity; third-party effects; Brazilian Law 15,042/2024.

Resumo: O artigo examina os efeitos perante terceiros da averbação do contrato entre gerador e desenvolvedor de projeto florestal de crédito de carbono, prevista no art. 43, § 5º, da Lei 15.042/2024. A análise distingue publicidade registral, cognoscibilidade, oponibilidade, sucessão passiva, obrigação *propter rem* e eficácia real. A história legislativa mostra que a passagem da averbação facultativa para obrigatória buscou segurança e transparência nas alienações imobiliárias. Esse fundamento sustenta publicidade registral qualificada: o adquirente conhece a existência do projeto e as restrições juridicamente admissíveis descritas no assento. A averbação, isoladamente, carece de força para transferir toda a posição contratual, constituir obrigação *propter rem* ou criar direito real em favor do desenvolvedor. O art. 54, III, da Lei 13.097/2015 alcança somente as cláusulas que configurem restrição convencional ao gozo de direito registrado ou outro ônus previsto em lei. O contraste com o

[1] PhD candidate in Legal Science at the University of Vale do Itajaí (UNIVALI), Brazil. Master of Laws from the University of Marília (UNIMAR), Brazil. Registrar of the 1st Land Registry Office of Porto Velho, State of Rondônia, Brazil. ORCID: https://orcid.org/0000-0002-9071-065X. E-mail: thiago@1ripvh.com.
[2] PhD candidate in Legal Science at the University of Vale do Itajaí (UNIVALI), Brazil. Master of Laws from the University of Marília (UNIMAR), Brazil. Postgraduate specialist in Labour Law and Labour Relations (Faculdade São Francisco de Barreiras) and in Higher Education Teaching (Faculdade da Amazônia Ocidental). Attorney at law, Brazilian Bar Association, Acre Section, No. 2854. Professor at Faculdade da Amazônia (UNAMA), Rio Branco, State of Acre, Brazil. Chair of the Special Committee on Legal Research and Graduate Studies of the Federal Council of the Brazilian Bar Association.

CC BY

REMUNOM
ISSN 2178-6925

Received: 12/07/2026 - **Accepted:**24/08/2026
Vol: 13.18 - August
DOI: 10.66104/tc7e5q24
Pages: 1-26

pagamento por serviços ambientais e a servidão ambiental confirma a relevância de uma regra material expressa para vincular o sucessor. O estudo separa a publicidade escritural do crédito da publicidade imobiliária do projeto e examina regimes fundiários de titularidades não coincidentes. A lei resolveu a publicidade do contrato com maior densidade do que sua eficácia material perante o adquirente, lacuna que demanda regulamentação nacional.

Palavras-chave: crédito florestal de carbono; averbação; publicidade registral; efeitos perante terceiros; Lei 15.042/2024.

Resumen: El artículo examina los efectos frente a terceros de la anotación del contrato entre el generador y el desarrollador de un proyecto forestal de créditos de carbono, prevista en el art. 43, § 5º, de la Ley brasileña 15.042/2024. El análisis distingue publicidad registral, cognoscibilidad, oponibilidad, sucesión pasiva, obligación *propter rem* y eficacia real. La historia legislativa demuestra que la anotación se volvió obligatoria para reforzar la seguridad jurídica y la transparencia de las operaciones inmobiliarias. Esa finalidad sustenta una publicidad registral cualificada: el adquirente conoce el proyecto y las restricciones jurídicamente admisibles descritas en el asiento. La anotación, por sí sola, carece de fuerza para transferir toda la posición contractual, convertir cada prestación en obligación *propter rem* o crear un derecho real en favor del desarrollador. El art. 54, III, de la Ley 13.097/2015 alcanza únicamente las cláusulas que constituyan una restricción convencional al goce de un derecho inscrito u otra carga prevista por ley. Las reglas expresas del pago por servicios ambientales y de la servidumbre ambiental confirman la relevancia de un fundamento legal para vincular al sucesor. El estudio separa la publicidad escritural del crédito de la publicidad inmobiliaria del proyecto. La ley reguló la publicidad con mayor densidad que la eficacia material frente al adquirente, dejando una laguna regulatoria.

Palabras clave: crédito forestal de carbono; anotación; publicidad registral; efectos frente a terceros; Ley 15.042/2024.

1 INTRODUCTION

Brazilian law has recently used the land register in three instances to publicize long-term environmental commitments attached to an area. An environmental servitude must be annotated, and an express statutory rule preserves the designated use of the area after the land is transferred (BRASIL, 1981, art. 9º-A, §§ 1º, 4º e 6º). Law 14,119/2021 classifies certain obligations in payment-for-environmental-services agreements as *propter rem*, requires the purchaser to perform them, and subjects the agreement to entry in the land register (BRASIL, 2021, arts. 22 e 25; BRASIL, 1973, art. 167, I, item 45). Both regimes contain an express substantive rule concerning the successor (MALUF, 2024, p. 44, 47-48).

In 2024, Article 55 of Law 15,042 added item 38 to Article 167(II) of the Public Registries Act, providing for the annotation, “where applicable,” of the agreement between a carbon-credit project generator and developer (BRASIL, 2024b, art. 55; LUZ; ARRUDA; LUZ, 2025, p. 2, 22). Article 43(5) made the act mandatory for private projects based on land (BRASIL, 2024b, art. 43, § 5º). The legislative history explains

CC BY

REMUNOM
ISSN 2178-6925

Received: 12/07/2026 - **Accepted:**24/08/2026
Vol: 13.18 - August
DOI: 10.66104/tc7e5q24
Pages: 1-26

part of that choice. The text approved by the Chamber of Deputies stated that the agreement "may be annotated." Amendment 36 in the Federal Senate replaced that wording with "shall be annotated" and justified the change by reference to legal certainty, transparency in the purchase and sale of land, and identification of the areas covered by carbon projects (BRASIL, 2023a, p. 79; BRASIL, 2024a, p. 1-2). That justification assigns the entry an independent informational function and remains silent on succession to contractual obligations.

Article 43(5) also linked cancellation of the entry to termination of the agreement, referred the period of effectiveness and conditions for renewal to Article 1,485 of the Civil Code, and required a survey description of the affected perimeter (BRASIL, 2024b, art. 43, § 5º; BRASIL, 2002, art. 1.485; BRASIL, 1973, art. 176, § 3º). The statutory publicity therefore has spatial and temporal elements. The statute did not provide an equivalent rule for the substantive effect of the agreement on a subsequent purchaser.

This gap supports three readings. The first treats the omission as legislative incompleteness and seeks to integrate the regime by analogy. The second regards the omission as a deliberate choice for publicity without succession to the debtor position, given the express statutory models already available to Congress. The third recognizes a secure effect of cognizability and subjects each substantive consequence to its normative basis and to the content of the relevant clause. This article adopts the third reading because it preserves the stated function of the entry and the limits of the recognized sources of obligations.

The article argues that annotation provides qualified land-register publicity for the agreement and makes legally admissible restrictions described in the entry cognizable to a purchaser. The land-register folio ceases to be silent about the project. Succession to the debtor position, *propter rem* status, specific performance, and liability toward the developer require a separate statutory or contractual bridge. Article 54(III) of Law 13,097/2015 applies only to a clause that constitutes a conventional restriction on the enjoyment of a registered right or another encumbrance provided by

CC BY

REMUNOM
ISSN 2178-6925

Received: 12/07/2026 - **Accepted:**24/08/2026
Vol: 13.18 - August
DOI: 10.66104/tc7e5q24
Pages: 1-26

law. Article 225 of the Constitution reinforces the interest in environmental transparency but does not create a private debt or a property right.

The method is doctrinal, supported by legislative history and functional comparison with environmental and foreign regimes. Its subject-matter scope is limited to forest preservation or reforestation projects, the only carbon credits that Law 15,042/2024 classifies as civil fruits (BRASIL, 2024b, art. 2º, VII). The general annotation rule reaches other projects based on land, but the analysis of conservation obligations remains within the stated scope. Article 225 operates as an interpretive principle for environmental publicity (BRASIL, 1988, art. 225, caput).

The following sections examine the legal nature of the asset, the statutory conditions for annotation, land-tenure regimes with non-coincident entitlements, the different levels of third-party effects, property-rights typicity and the duration of the entry, and the distinction between publicity of the credit and publicity of the land. The final section separates the law as it stands from proposals for national regulation.

2 THE CARBON CREDIT AS A CIVIL FRUIT AND ITS RELATION TO THE LAND

Article 2(VII) of Law 15,042/2024 defines a carbon credit as an autonomous, tradable asset and classifies forest preservation or reforestation credits as civil fruits, except those arising from jurisdictional programs (BRASIL, 2024b, art. 2º, VII). Article 53 of the same statute reproduced that definition in Article 3(XXVII) of the Forest Code (BRASIL, 2024b, art. 53; BRASIL, 2012, art. 3º, XXVII). The classification is stipulative and limited. It covers one category of credit and leaves credits from jurisdictional programs without an express statutory classification (CUNHA; TUPIASSU MERLIN, 2026, p. 183-184).

The reference to civil fruits invokes a particular regime under the Civil Code. Civil fruits are returns produced through a legal relationship without altering the substance of the source asset. Brazilian private-law scholarship places rent, interest, dividends, and proceeds from leasing land in this category (GOUVÊA, 2004, p. 61-62; FLEISCHMANN; POMJÉ, 2022, p. 50; BRASIL, 2002, arts. 95, 1.214 e 1.232). Article 1,232 assigns fruits and other products of a thing to its owner, even after separation, unless a special legal rule assigns them to another person. Article 95 permits

CC BY

REMUNOM
ISSN 2178-6925

Received: 12/07/2026 - **Accepted:**24/08/2026
Vol: 13.18 - August
DOI: 10.66104/tc7e5q24
Pages: 1-26

transactions involving fruits before separation, and Article 1,214 assigns collected fruits to a good-faith possessor while good faith subsists.

This category explains part of the allocation in Article 43, particularly the allocation to private owners and usufructuaries. Items V to VIII contain special rules for Indigenous communities, traditional communities, Quilombola communities, and agrarian-reform settlers, including cases in which ownership of the credit differs from the registered position concerning the land. Civil-fruit status organizes separation and tradability of the asset; the special statute completes the allocation.

The classification of the asset does not determine the legal position of the land during the project or the position of a subsequent purchaser. Civil-fruit status assigns a return. Preservation of vegetation, the continuing force of the project agreement, and the economic relationship with the developer belong to distinct legal planes.

The statute itself applies different regimes as the credit moves through different environments. Forest preservation or reforestation credits are civil fruits. Assets within the Brazilian Emissions Trading System and carbon credits traded in organized markets fall within the authority of the Securities and Exchange Commission and may be held in book-entry form by authorized financial institutions. The book-entry agent records ownership, transfers, and encumbrances over those assets (BRASIL, 2024b, arts. 15, caput e § 1º, e 16, I). Tiago Santiago documents the coexistence of different legal classifications for the same asset across regulatory subsystems, including civil-fruit status and treatment as a security when the credit enters the financial market (SANTIAGO, 2026, p. 265). Lucas Ribeiro Cunha and Lise Tupiassu Merlin add that the statute does not classify credits from jurisdictional programs and merely excludes them from Article 2(VII) (CUNHA; TUPIASSU MERLIN, 2026, p. 184).

Article 43(16) confirms a legislative choice to separate the asset from the land when the credit circulates. Purchasers of carbon credits classified as civil fruits are not liable for defects affecting the land on which the project was developed, except in cases of proven bad faith or fraud (BRASIL, 2024b, art. 43, § 16). The provision governs the purchaser of the asset and says nothing about the purchaser of the land.

CC BY

REMUNOM
ISSN 2178-6925

Received: 12/07/2026 - **Accepted:**24/08/2026
Vol: 13.18 - August
DOI: 10.66104/tc7e5q24
Pages: 1-26

Brazilian law already allowed an environmental asset to be separated from the land that produces it. The Environmental Reserve Quota under Article 44 of Law 12,651/2012 permits a rural owner to offset a legal-reserve deficit by using a surplus on another property, turning an attribute of preserved land into a tradable instrument (PORTO; SANTOS, 2018, p. 931; BRASIL, 2012, art. 44). The analogy clarifies the present issue by contrast: that regime contains specific rules linking the surplus area to conservation, whereas Article 43(5) leaves the substantive effect of the carbon-project agreement incomplete.

Three relationships must remain distinct. Statutory environmental obligations arise from legislation and reach a successor under their own regime. Contractual project obligations govern conduct undertaken by the generator, including any additional conservation duty. The economic relationship between generator and developer includes financing, sale of credits, allocation of revenue, and other terms allowed by Article 43(4). Annotation publicizes the agreement associated with a perimeter, while the source and subjects of each duty continue to depend on the applicable legal regime.

3 STATUTORY CONDITIONS FOR ANNOTATION UNDER ARTICLE 43(5)

The admissible instrument is the agreement between generator and developer. Article 43(4) permits that agreement to govern financing and sale, and Article 43(5) imposes no solemn form. Article 108 of the Civil Code requires a public deed for transactions that create, transfer, modify, or waive property rights in land above the statutory value threshold (BRASIL, 2002, art. 108). An agreement directed to the generation and circulation of credits, without creating a property right in the land, may therefore be executed as a private instrument. A clause that uses a separate proprietary form remains subject to the formal requirements of that form.

The command that the agreement “shall be annotated” binds the parties and depends on presentation of the instrument. The land-register system operates upon application unless a statute authorizes the registrar to act ex officio (LOUREIRO, 2021, p. 624-626, 693). Article 43(5) neither designates an exclusive applicant nor authorizes the registrar to create the entry without an application. The exception covers public

CC BY

REMUNOM
ISSN 2178-6925

Received: 12/07/2026 - **Accepted:**24/08/2026
Vol: 13.18 - August
DOI: 10.66104/tc7e5q24
Pages: 1-26

projects as defined in Article 43(1); private projects developed on public land or under special land-tenure regimes remain subject to the command.

Item 38 of Article 167(II) makes annotation of the agreement a named act. The list of annotations also includes acts provided by special statutes and events that alter a registered position under Article 246 (LOUREIRO, 2021, p. 689; BRASIL, 1973, art. 246). The words “where applicable” preserve examination of whether the instrument is compatible with a particular land-register folio. They carry special weight where the owner of the credit, the registered holder, and the beneficiary community occupy different positions.

Payment for environmental services supplies a useful statutory contrast. Law 14,119/2021 added to Article 167(I) the entry of an agreement containing *propter rem* obligations and declared in Article 22 that specified duties must be performed by the purchaser (BRASIL, 2021, arts. 22 e 25; BRASIL, 1973, art. 167, I, item 45). Law 15,042/2024 placed the carbon-project agreement in Article 167(II) and did not reproduce the successor rule. Functional proximity permits comparison; the textual difference prevents analogy from replacing the missing rule (MALUF, 2024, p. 47-48).

The perimeter is the statutory core of the entry. A survey description under Article 176(3) individuates the part of the land affected by the project without opening a separate folio for it (LOUREIRO, 2021, p. 865; BRASIL, 1973, art. 176, § 3º). In projects under Article 46, that perimeter may coincide with a Permanent Preservation Area, Legal Reserve, restricted-use area, or conservation unit (BRASIL, 2024b, art. 46; BRASIL, 2012, art. 18). Statutory environmental duties applying to those areas retain their independent source and reach a successor under environmental law. Annotation adds contractual information and should permit the perimeters to be compared without merging their legal bases.

Cancellation depends on termination of the agreement. Articles 250 and 251 of the Public Registries Act govern the supporting instrument and permit cancellation, as applicable, by judicial decision or upon an application supported by an adequate document (BRASIL, 1973, arts. 250 e 251). Termination by agreement, rescission for breach, and unilateral termination each require evidence consistent with the asserted

CC BY

REMUNOM
ISSN 2178-6925

Received: 12/07/2026 - **Accepted:**24/08/2026
Vol: 13.18 - August
DOI: 10.66104/tc7e5q24
Pages: 1-26

legal basis. The registrar examines that evidence; the physical condition of the vegetation cannot substitute for proof that the agreement has legally ended.

The registrar's legal examination verifies statutory requirements, controls legality, and provides reasons for admitting or refusing the instrument (LOUREIRO, 2021, p. 645). The duty to give reasons accompanies that decision (PEREIRA; FREITAS FILHO; MIRANDA, 2024, p. 133-135). The registrar has no authority to create a substantive obligation, enlarge the position of a purchaser, or impose contractual content without a normative basis. This boundary separates application of existing law from regulation.

Under the law as it stands, Article 43(5) requires an identifiable agreement between generator and developer, a connection to the underlying land, a perimeter in a survey description, a period of effectiveness governed by the statutory cross-reference, and a legal basis for cancellation. Identification of the parties and of the instrument follows from the technique of the entry itself. The statute does not require the land-register folio to reproduce the agreement's entire economic regime, nor does it make methodology, quantity of credits, revenue allocation, or technical duties mandatory fields.

As a regulatory proposal, a national rule could standardize identification of the original owner of the credit, the type of project, clauses restricting enjoyment of the land, contractual duration, connections with other publicized perimeters, documentary conditions for renewal, and grounds for cancellation. Those fields would qualify the information and identify the reach of each clause. Until such regulation is adopted, they remain the authors' proposal and guidance for drafting the instrument, rather than requirements created by the registrar.

Mato Grosso's R-Carb provides a limited example of standardization. CGJ-MT Provimento 52/2024 governs a Forest Carbon Stock Credit Certificate and specifies certification data, quantities, methodology, and technical personnel (MATO GROSSO, 2024, art. 851-A, caput e §§ 1º e 2º). Its object differs from the federal agreement between generator and developer. The state rule illustrates the value of structured content but is not a regulatory equivalent of Article 43(5).

CC BY

REMUNOM
ISSN 2178-6925

Received: 12/07/2026 - **Accepted:**24/08/2026
Vol: 13.18 - August
DOI: 10.66104/tc7e5q24
Pages: 1-26

A search of the official National Council of Justice database on 25 August 2026 identified Portaria 70/2024, now classified as “Exhausted,” together with amendments in Portarias 80/2024, 2/2025, and 29/2025. Portaria 70 established a working group to prepare national rules; the 2025 extension referred to the need for further study and adjustments (BRASIL, 2024c, arts. 1º e 5º; BRASIL, 2025). The “Exhausted” classification records the functional end of that administrative act and does not establish that national regulation has been abandoned. The search identified no subsequent national *provimento* or resolution specifically governing annotation of carbon-project agreements.

The current absence of national guidance leaves two related gaps. One concerns uniform content of the entry. The other concerns substantive effects against third parties. The next section considers cases in which the legislative choice of a land-register folio encounters land-tenure regimes where ownership of the credit and the registered position may diverge.

4 NON-COINCIDENT ENTITLEMENTS AND PUBLICITY UNDER ITEMS V TO VIII

Article 43 allocates original ownership of carbon credits through nine items. Items I to III concern public entities; item IV covers private owners and usufructuaries; items V to VIII recognize rights of Indigenous communities, extractivist and other traditional communities, Quilombola communities, and agrarian-reform settlers, including settlers who do not yet hold title to the land (BRASIL, 2024b, art. 43, I a IX). These categories reflect different land-tenure structures and cannot be reduced to a single concept of collective property.

The exception in Article 43(5) covers public projects as defined in Article 43(1). A private project agreed with a person or community under items V to VIII remains subject to mandatory annotation. The difficulty arises where ownership of the credit and the registered position concerning the land do not coincide, or where the available land description cannot be matched to the project perimeter.

In demarcated Indigenous lands, the land-register folio records ownership by the Federal Union, while the Constitution guarantees the community permanent possession and exclusive usufruct of the riches of the soil, rivers, and lakes (BRASIL,

CC BY

REMUNOM
ISSN 2178-6925

Received: 12/07/2026 - **Accepted:**24/08/2026
Vol: 13.18 - August
DOI: 10.66104/tc7e5q24
Pages: 1-26

1988, arts. 20, XI, e 231, §§ 2º e 4º; BRASIL, 1996, art. 6º). Article 43(V) allocates the credit to the community. This separation affects who may apply for the entry, representation of beneficiaries, and the description in the entry of an original entitlement that is not a civil-law usufruct recorded in the folio.

In titled Quilombola territories, collective and undivided title is granted to the community represented by an association and is subject to clauses of inalienability, imprescriptibility, and immunity from attachment (BRASIL, 2003, art. 17, caput e parágrafo único). Registration during the titling process varies. The area may be covered by a private or public folio, overlapping claims, a disputed chain of title, or no entry adequately publicizing the community's entitlement. The registrar's examination must begin with the actual register and the limits on disposition of the collective title.

The sustainable-use conservation units referred to in item VI may be publicly owned and subject to instruments granting use to traditional populations (BRASIL, 2000, arts. 14, III, IV e VI, 17, 18, § 1º, 20, § 2º, e 23). In agrarian settlements, a plot may have an individual folio, remain within a larger property held by the land agency, or be governed by a concession agreement. Item VIII expressly includes beneficiaries without title. In each case, the folio, the land-tenure instrument, and representation must be resolved before the form of the entry can be determined.

Article 47 adds safeguards that precede publicity. Projects in Indigenous lands, Quilombola territories, and areas occupied by Indigenous peoples or traditional communities require free, prior, and informed consultation, participation by representative entities, and contractual benefit-sharing under statutory parameters (BRASIL, 2024b, art. 47, caput, I, a-b, II, b, e parágrafo único; LIMA et al., 2026, p. 22). These requirements affect the legitimacy of the instrument and identification of the persons whose position will be publicized. Annotation cannot cure missing consultation, representation, or consent.

Comparative sources and Amazonian experience confirm the risk of mismatch among customary rights, public ownership, and carbon markets. Loft and coauthors describe legal systems in which state management rights obscure the positions of local communities and increase the risk of overlap (LOFT et al., 2015, p. 1053). Streck

CC BY

REMUNOM
ISSN 2178-6925

Received: 12/07/2026 - **Accepted:**24/08/2026
Vol: 13.18 - August
DOI: 10.66104/tc7e5q24
Pages: 1-26

records systems in which the state centralizes rights over ecosystem services despite Indigenous management of the area (STRECK, 2020, p. 8). Garcia and coauthors examine the Suruí project and relate carbon rights to free, prior, and informed consent (GARCIA et al., 2021, p. 211, 214-215). Osborne and coauthors connect territorial security and climate justice in Amazonian projects (OSBORNE et al., 2024, p. 13). These sources confirm the publicity problem without determining the civil effects of annotation under Brazilian law.

Use of the folio for publicly owned land is an interpretive hypothesis and a regulatory proposal. It may depend on legally required owner consent, action by the responsible public authority, legitimate community representation, control of disposition, objective specificity, and compatibility with the land-tenure instrument. The present statute does not support that solution as a uniform rule. Quilombola territories without an adequate community registration and settlement plots without individual description may require prior land-tenure measures beyond the registrar's examination of the carbon agreement.

The words "where applicable" signal the need for this control but do not standardize its criteria. Qualified publicity requires a register capable of connecting the agreement, the perimeter, ownership of the credit, and the legal position concerning the land. Items V to VIII reveal the statute's first operational gap; the effect of the obligations on a subsequent purchaser is the second.

5 CONTENT AND LEVELS OF THIRD-PARTY EFFECTS

The word "opposability" may conceal distinct consequences. In this article, cognizability means the legal possibility of discovering the agreement from the land-register folio. Defensive opposability prevents a purchaser from relying on the absence of information that the folio actually contains. Succession to the debtor position transfers the status of debtor to the new holder. A *propter rem* obligation makes that transfer arise from ownership or possession of the thing. Specific performance, damages, and proprietary effect each have separate requirements.

The secure effect of Article 43(5) lies in the first two levels. The entry identifies the agreement, the perimeter, and the period of effectiveness. Legislative history

CC BY

REMUNOM
ISSN 2178-6925

Received: 12/07/2026 - **Accepted:**24/08/2026
Vol: 13.18 - August
DOI: 10.66104/tc7e5q24
Pages: 1-26

confirms that transparency in land transfers was part of the purpose of making annotation mandatory. A purchaser is informed that the area is involved in a carbon project and can incorporate that fact into the decision to contract, pricing, security arrangements, and allocation of risk.

Article 54(III) of Law 13,097/2015 adds an effect where the instrument contains a "governmental or conventional restriction on the enjoyment of registered rights," unavailability, or another encumbrance provided by law (BRASIL, 2015, art. 54, caput e III). Application depends on the clause. A duty to preserve vegetation beyond statutory requirements, spatially delimited and effective for a fixed period, may constitute a conventional restriction on enjoyment. Financing, sale of credits, technical assistance, and revenue-sharing clauses have personal and economic content; annotation alone does not convert them into restrictions on land.

The concentration principle protects reliance on the land-register folio and reduces verification costs (ARAÚJO; IOCOHAMA, 2020, p. 403, 410; BRASIL, 2015, art. 54, § 1º). Campos and Cunha identify the folio as the channel through which the legal position concerning land is announced to third parties (CAMPOS; CUNHA, 2020, p. 72-73). Those functions support cognizability and defensive opposability for a restriction falling within Article 54(III). The provision does not, by itself, transfer the entire contractual position to the purchaser.

The following table separates demonstrable effects from remaining disputes:

Issue	Express rule	Demonstrable effect	Contested effect
Annotation of the agreement	Law 15,042/2024, Art. 43(5)	Publicity of the agreement, perimeter, and duration	Substantive reach against a successor
Conventional restriction	Law 13,097/2015, Art. 54(III)	Cognizability and defensive opposability of a qualifying clause	Succession to the debtor position, specific performance, and damages
Payment for environmental services	Law 14,119/2021, Art. 22	Express *propter rem* status and duty of the purchaser	Analogy with a carbon-project agreement
Environmental servitude	Law 6,938/1981, Art. 9-A(6)	Express preservation of the designated use after transfer	Extension of that effect to a different legal institution

CC BY

REMUNOM
ISSN 2178-6925

Received: 12/07/2026 - **Accepted:**24/08/2026
Vol: 13.18 - August
DOI: 10.66104/tc7e5q24
Pages: 1-26

Issue	Express rule	Demonstrable effect	Contested effect
Carbon-project agreement	Law 15,042/2024, Art. 43(4)-(5)	Duty to annotate and freedom to govern financing and sale	Running of contractual duties with the land and the developer's position as creditor

Law 14,119/2021 operates as both analogy and counterargument. The proximity between a conservation clause in a forest project and a payment-for-environmental-services obligation indicates that a successor-binding regime would be coherent. Article 22, however, expressly classifies the obligation as *propter rem* and requires performance by the purchaser (MALUF, 2024, p. 44; BRASIL, 2021, art. 22). Law 15,042/2024 omitted an equivalent formula after Congress had that model before it. The environmental servitude supplies the same contrast: annotation is accompanied by a statute preserving the designated use of the area after transfer (BRASIL, 1981, art. 9º-A, §§ 1º, 4º e 6º). These regimes show how the legislature constructs the substantive bridge and prevent publicity from substituting for it.

The law of *propter rem* obligations reinforces the distinction. Carnaúba and Reinig describe ambulatoriness as transfer of the debtor position associated with ownership of a property right (CARNAÚBA; REINIG, 2018, p. 3-4) and distinguish it from the proprietary attributes of tracing and priority (CARNAÚBA; REINIG, 2018, p. 30). Law 15,042/2024 provides publicity without an equivalent declaration of ambulatoriness. A recent Superior Court of Justice decision on rural leases reinforces, by contrast, that imposing a contractual burden on a new owner depends on the applicable statutory case. Outside that case, automatic subrogation would impose an obligation without consent (BRASIL, 2026, p. 6-7).

The three sources of duties clarify a transfer of the land. Statutory environmental obligations, including those concerning Permanent Preservation Areas and Legal Reserves, reach a successor under environmental law and remain effective even if the carbon agreement was not annotated (BRASIL, 2023b, p. 3-4; BRASIL, 2012, art. 2º, § 2º). Additional contractual restrictions become cognizable when described in the entry and may produce the defensive effect of Article 54(III). Economic obligations between generator and developer remain personal unless assumption, a third-party-beneficiary clause, or another recognized source of obligation provides otherwise.

CC BY

REMUNOM
ISSN 2178-6925

Received: 12/07/2026 - **Accepted:**24/08/2026
Vol: 13.18 - August
DOI: 10.66104/tc7e5q24
Pages: 1-26

The developer's position follows the same classification. Annotation does not automatically make the developer a creditor of the purchaser. Specific performance requires a duty enforceable against the new owner; damages require an obligation, a civil wrong, or another source of liability. Breach of a statutory environmental duty may trigger the standing and remedies of environmental law without necessarily producing a private claim for the developer. Breach of a clause assumed by the purchaser may support specific performance or damages under the transaction that effected the assumption.

Absence of the entry also calls for a limited conclusion. Article 54(1) generally protects a good-faith purchaser against a private legal situation absent from the land-register folio (ARAÚJO; IOCOHAMA, 2020, p. 403, 410; BRASIL, 2015, art. 54, § 1º). Omission may prevent the developer from invoking a particular contractual restriction against that purchaser. It does not displace statutory environmental obligations, governmental restrictions publicized through other means, or legal situations effective independently of the carbon agreement. Liability between the original parties remains governed by their agreement and by breach of the duty to procure annotation.

The statute established publicity while leaving succession unresolved. This separation gives the entry an independent legal function, treats legislative silence as a limit, and locates the remaining controversy in the content and legal basis of each clause. The next section explains why property-rights typicity, comparative law, and the duration of the entry confirm that limit.

6 PROPERTY-RIGHTS TYPICITY, STATUTORY CONTRASTS, AND DURATION OF THE ANNOTATION

The closed list of property rights prevents interpretation from granting the developer direct power over the land without a statutory basis. Article 1,225 of the Civil Code provides the systemic foundation for this constraint (BRASIL, 2002, art. 1.225). Colombi observes that Brazilian law, unlike some other systems, derives the rule from the statutory structure and enumeration (COLOMBI, 2023, p. 1043). Câmara shows that special statutes may create property rights (CÂMARA, 2022, p. 146, 164). Oliva

CC BY

REMUNOM
ISSN 2178-6925

Received: 12/07/2026 - **Accepted:**24/08/2026
Vol: 13.18 - August
DOI: 10.66104/tc7e5q24
Pages: 1-26

and Rentería preserve room for private autonomy to shape existing forms while reserving creation of a new form to legislation (OLIVA; RENTERÍA, 2016, p. 7).

Qualified publicity respects that boundary. The entry makes the project cognizable and allows the information it contains to be invoked within Article 54(III). It gives the developer no right to use, enjoy, or dispose of the land. It also creates no tracing right, priority, or general subjection of the land to payment of a private claim. Those consequences would require a separate statutory form.

The environmental servitude illustrates the separation between registration technique and substantive rule. The instrument is annotated, and Article 9-A(6) expressly prohibits changing the designated use of the area after transfer, subdivision, or correction of the land description (BRASIL, 1981, art. 9º-A, §§ 1º, 4º e 6º). Melo and Melo examine that regime (MELO; MELO, 2021, p. 224). The successor effect follows from paragraph 6, while annotation publicizes it. Law 15,042/2024 adopted the publicity technique but omitted the substantive rule.

Merrill and Smith associate the *numerus clausus* principle with information costs imposed on third parties when proprietary forms multiply (MERRILL; SMITH, 2000, p. 26). Hansmann and Kraakman frame the issue in terms of verifying ownership and the content of legal positions (HANSMANN; KRAAKMAN, 2002, p. S373). Article 43(5) reduces information costs by using the existing land-register system. The same rationale cautions against expanding the substantive burden of the entry through interpretation, because third parties need a verifiable description of an encumbrance in the statute or the instrument.

Comparative law serves a delimitative function. New South Wales created a statutory *carbon sequestration right* and classified a *forestry right* as a *profit à prendre* (NEW SOUTH WALES, 1919, ss 87A e 88AB(1)). Hepburn attributes the suitability of that carbon right to statutory verification tailored to its characteristics (HEPBURN, 2009, p. 242). New Zealand also defined the *forestry right* by legislation and governed its entry in the land register (NEW ZEALAND, 1983, s 3(1) e s 3(2)). Blake records the effects of the Australian choice on land tenure (BLAKE, 2018, p. 309). These statutes show the legislative density used when a legal system intends full proprietary effects.

CC BY

REMUNOM
ISSN 2178-6925

Received: 12/07/2026 - **Accepted:**24/08/2026
Vol: 13.18 - August
DOI: 10.66104/tc7e5q24
Pages: 1-26

The United States supplies a similar contrast. French describes the historical *privity* and *touch and concern* controls that limited burdens capable of binding successors (FRENCH, 1988, p. 1215, 1219). McLaughlin and Weeks examine the statutory treatment and duration of conservation easements (McLAUGHLIN; WEEKS, 2009, p. 5, 94-96). The comparison clarifies available choices but cannot import effects absent from Brazilian legislation.

The duration of annotation presents a separate ambiguity. Article 43(5) states, “with regard to such annotation,” that its period of effectiveness and the conditions for renewal of the agreement shall follow Article 1,485 of the Civil Code where applicable. The cross-referenced article governs the thirty-year limit of a conventional mortgage and its reconstitution. Loureiro connects this regime to expiration of the mortgage entry (LOUREIRO, 2021, p. 800, 803, 805; BRASIL, 2002, art. 1.485; BRASIL, 1973, art. 238). Barros and Furlan describe the calculation of the period and the requirement of a new instrument (BARROS; FURLAN, 2023, p. 90-91).

The first reading applies thirty years to the project agreement itself, relying on the phrase “renewal of the agreement.” It restricts freedom of contract through an indirect cross-reference and may shorten the intended period of environmental permanence. The second reading applies the period only to annotation because the provision opens with “with regard to such annotation.” The third distinguishes the continuing force of the agreement between the parties from its effectiveness against third parties: the agreement may subsist, while qualified publicity requires renewal after the statutory limit.

The authors adopt the third reading as an interpretive proposal. It preserves the agreement between the parties and connects the cross-reference to the subject of Article 43(5), the land-register entry. Renewal would require an instrument proving that the agreement remains in force and updating information subject to publicity. Expiration would diminish the entry’s capacity to produce effects against third parties without automatically terminating personal obligations already created. The wording permits disagreement and warrants express treatment by legislation or by the National Judicial Oversight Office within its authority.

CC BY

REMUNOM
ISSN 2178-6925

Received: 12/07/2026 - **Accepted:**24/08/2026
Vol: 13.18 - August
DOI: 10.66104/tc7e5q24
Pages: 1-26

Typicity and duration converge on the same methodological limit. Annotation publicizes what legislation and the agreement have legally created. The entry cannot create the substantive right that it publicizes. The next section shows why this function remains necessary even when the credit has a separate book-entry system in the capital market.

7 LAND REGISTER, BOOK-ENTRY AGENT, AND CAPITAL MARKET: TWO OBJECTS, TWO PUBLICITY SYSTEMS

Law 15,042/2024 established two publicity systems. Article 15 permits assets within the Brazilian Emissions Trading System and carbon credits to be held in book-entry form by authorized institutions. The book-entry agent records ownership, transfers, and encumbrances over the assets; Article 16 governs custody of assets traded in an organized market (BRASIL, 2024b, arts. 15, caput e § 1º, e 16, I). Article 43(5) assigns to the land register publicity of the project agreement associated with the area.

The book-entry record answers who owns the asset and what encumbrances affect it. The land-register folio answers which land supports the project, what perimeter is involved, and how long the entry remains effective. An investor and a purchaser of the land consult different systems because they transact in different objects. Publicity of the credit and publicity of the land-based project perform complementary functions.

Article 43(16) confirms this separation by excluding liability of the purchaser of a credit classified as a civil fruit for defects concerning the land, except in cases of bad faith or fraud (BRASIL, 2024b, art. 43, § 16). Separate circulation of the asset increases the need for a channel directed to persons transacting in the land. Annotation retains its function even when its secure effect is limited to qualified publicity.

Article 225 of the Constitution reinforces that informational function. It assigns the government and the community duties to defend and preserve the environment for present and future generations (BRASIL, 1988, art. 225, caput). Machado examines the individual dimension of that duty and its intergenerational projection (MACHADO, 2013, p. 90, 158). Antunes identifies the broad class of holders of the constitutional

CC BY

REMUNOM
ISSN 2178-6925

Received: 12/07/2026 - **Accepted:**24/08/2026
Vol: 13.18 - August
DOI: 10.66104/tc7e5q24
Pages: 1-26

environmental right (ANTUNES, 2010, p. 65). Fensterseifer places responsibility on both the state and society (FENSTERSEIFER, 2008, p. 148, 153), while Thomé connects the provision to intergenerational solidarity (THOMÉ, 2016, p. 59, 61).

This constitutional basis guides transparency, prevention of overlapping projects, and cognizability of environmental commitments. It supports reading annotation as legally qualified information. The Constitution does not, by itself, create a private obligation between purchaser and developer, transfer a contractual position, establish priority, or create a property right. Each effect depends on the statutory or contractual bridge examined above.

The distinction between the two systems is the regime's most stable functional contribution. The book-entry agent follows the asset in circulation; the land register follows the area and the chain of title. The quality of the entry informs purchaser due diligence and project governance without turning the registrar into the substantive regulator of the agreement. National standardization should supply the criteria presently missing from the registrar's legal examination.

8 FINAL CONSIDERATIONS

Law 15,042/2024 addressed publicity of a carbon-project agreement more fully than its substantive effect on a successor. Mandatory annotation, spatial description, cancellation, and the temporal cross-reference form a regime of qualified land-register publicity. A purchaser finds in the folio the existence of the project and any legally admissible restrictions described in the entry.

That result remains separate from succession to contractual obligations. The statute did not classify the duties as *propter rem*, transfer the debtor position automatically, or grant the developer a property right. Payment for environmental services and the environmental servitude demonstrate the relevance of an express substantive rule. Article 54(III) may apply to a clause that constitutes a conventional restriction on the enjoyment of a registered right or another encumbrance provided by law. Its application depends on the individualized content and cannot transfer the agreement as a whole.

CC BY

REMUNOM
ISSN 2178-6925

Received: 12/07/2026 - **Accepted:**24/08/2026
Vol: 13.18 - August
DOI: 10.66104/tc7e5q24
Pages: 1-26

Transfer of the land requires three separate inquiries. Statutory environmental duties reach a successor under their own legal source. Additional contractual restrictions may produce cognizability and defensive opposability when described in the entry and when they fall within Article 54(III). Economic obligations between generator and developer remain personal unless an independent source supplies assumption or liability. The developer's procedural position follows the same structure: specific performance and damages require an enforceable duty and demonstrated standing.

The cross-reference to Article 1,485 supports competing readings. The authors propose treating thirty years as a limit on effects of the entry against third parties, while preserving the agreement between its parties and permitting renewal based on an updated instrument. This proposal remains open to testing through regulation and judicial decisions and is presented as an interpretation rather than an uncontested statutory rule.

The regimes in items V to VIII deepen the operational gap. Ownership of the credit may diverge from the position publicized in the folio, while description of the land and representation of beneficiaries vary with the land-tenure regime. Article 47 adds consultation, representative participation, and benefit-sharing as prior safeguards. Use of the folio for publicly owned land offers a regulatory hypothesis for some cases and depends on controls that the registrar's examination alone cannot supply.

Existing law requires an identifiable agreement, underlying land, a perimeter, a temporal reference, and a basis for cancellation. A future rule may add standardized fields for ownership of the credit, type of project, restrictive clauses, connections with other perimeters, renewal, and cancellation documents. Keeping those two planes separate preserves the limits of the registrar's authority and directs the proposal to the competent regulator.

The current position at the National Council of Justice reinforces the need for guidance. Portaria 70/2024 is classified as exhausted after amendments and an extension of the working group, and the search through 25 August 2026 identified no

CC BY

REMUNOM
ISSN 2178-6925

Received: 12/07/2026 - **Accepted:**24/08/2026
Vol: 13.18 - August
DOI: 10.66104/tc7e5q24
Pages: 1-26

specific national *provimento*. The status indicates the end of that administrative instrument while leaving future regulation open.

The distinction between publicity of the credit and land-register publicity of the project remains the article's functional result. The book-entry agent follows the asset; the land-register folio informs those transacting in the area. Qualified publicity reduces information asymmetry without manufacturing succession to the debtor position or proprietary effect. The substantive reach against a purchaser is the principal regulatory gap in Article 43(5).

REFERENCES

ANTUNES, Paulo de Bessa. **Direito ambiental**. 12. ed. Rio de Janeiro: Lumen Juris, 2010.

ARAÚJO, Fábio Caldas de; IOCOHAMA, Celso Hiroshi. O princípio da concentração e a aquisição a non domino. Reflexões sobre a Lei 13.097/2015. Evolução histórica e direito comparado. **Relações Internacionais no Mundo Atual**, v. 1, n. 22, p. 396-416, 2020. Disponível em: https://revista.unicuritiba.edu.br/index.php/RIMA/article/view/3965. Acesso em: 25 ago. 2026.

BARROS, Mateus Mota Borges; FURLAN, Fernando Palma Pimenta. A hipoteca como instrumento de proteção nas relações obrigacionais. **Revista Ibero-Americana de Humanidades, Ciências e Educação**, São Paulo, v. 9, n. 10, p. 81-94, out. 2023. Disponível em: https://periodicorease.pro.br/rease/article/download/11593/5220/20706. Acesso em: 23 ago. 2026.

BLAKE, Andrea. New Dimensions in Land Tenure: The Current Status and Issues Surrounding Carbon Sequestration in Regional Australia. **Australasian Journal of Regional Studies**, v. 24, n. 3, p. 309-326, 2018. Disponível em: https://www.anzrsai.org/assets/Uploads/PublicationChapter/AJRS-24.3-pages-309-to-326.pdf. Acesso em: 23 ago. 2026.

BRASIL. Câmara dos Deputados. **Projeto de Lei nº 2.148, de 2015: parecer de plenário PRLP n. 6**. Brasília, DF: Câmara dos Deputados, 2023a. Disponível em: https://www.camara.leg.br/proposicoesWeb/prop_mostrarintegra?codteor=2381358. Acesso em: 25 ago. 2026.

BRASIL. Conselho Nacional de Justiça. Corregedoria Nacional de Justiça. **Portaria nº 70, de 7 de outubro de 2024**. Institui Grupo de Trabalho destinado à elaboração de minuta de ato normativo para definir regras e critérios para o registro do crédito

CC BY

REMUNOM
ISSN 2178-6925

Received: 12/07/2026 - **Accepted:**24/08/2026
Vol: 13.18 - August
DOI: 10.66104/tc7e5q24
Pages: 1-26

de carbono nas serventias extrajudiciais. Brasília, DF: CNJ, 2024c. Disponível em: https://atos.cnj.jus.br/files/original175238202410096706c2e66c6c6.pdf. Acesso em: 23 ago. 2026.

BRASIL. Conselho Nacional de Justiça. Corregedoria Nacional de Justiça. **Portaria CN-CNJ nº 2, de 16 de janeiro de 2025**. Prorroga o prazo de encerramento das atividades do Grupo de Trabalho instituído pela Portaria nº 70/2024. **Diário da Justiça Eletrônico do CNJ**, Brasília, DF, n. 12/2025, Seção Corregedoria, p. 26, 2025. Disponível em: https://atos.cnj.jus.br/atos/detalhar/5939. Acesso em: 24 ago. 2026.

BRASIL. [Constituição (1988)]. **Constituição da República Federativa do Brasil de 1988**. Brasília, DF: Presidência da República, 1988. Disponível em: https://www.planalto.gov.br/ccivil_03/constituicao/constituicao.htm. Acesso em: 23 ago. 2026.

BRASIL. Senado Federal. **Emenda nº 36 ao Projeto de Lei nº 182, de 2024**. Brasília, DF: Senado Federal, 2024a. Disponível em: https://legis.senado.leg.br/sdleg-getter/documento?dm=9840170&ts=1731443113118. Acesso em: 25 ago. 2026.

BRASIL. Superior Tribunal de Justiça. **Informativo de Jurisprudência n. 879**. Brasília, DF: Superior Tribunal de Justiça, 2026. Disponível em: https://processo.stj.jus.br/SCON/GetPDFINFJ?edicao=0879. Acesso em: 25 ago. 2026.

BRASIL. Superior Tribunal de Justiça. **Recurso Especial nº 1.953.359-SP**, relatora Ministra Assusete Magalhães, Primeira Seção, julgado em 13 set. 2023, DJe 26 set. 2023, Tema 1.204. Brasília, DF: Superior Tribunal de Justiça, 2023b. Disponível em: https://www.stj.jus.br/websecstj/cgi/revista/REJ.cgi/ATC?CodOrgaoJgdr=&SeqCgrmaSessao=&dt=20230926&formato=PDF&nreg=202101271717&salvar=false&seq=209860109&tipo=5. Acesso em: 25 ago. 2026.

BRASIL. **Decreto nº 1.775, de 8 de janeiro de 1996**. Dispõe sobre o procedimento administrativo de demarcação das terras indígenas. Diário Oficial da União, Brasília, DF, 9 jan. 1996. Disponível em: https://www.planalto.gov.br/ccivil_03/decreto/d1775.htm. Acesso em: 23 ago. 2026.

BRASIL. **Decreto nº 4.887, de 20 de novembro de 2003**. Regulamenta o procedimento para identificação, reconhecimento, delimitação, demarcação e titulação das terras ocupadas por remanescentes das comunidades dos quilombos. Diário Oficial da União, Brasília, DF, 21 nov. 2003. Disponível em: https://www.planalto.gov.br/ccivil_03/decreto/2003/d4887.htm. Acesso em: 23 ago. 2026.

BRASIL. **Lei nº 6.015, de 31 de dezembro de 1973**. Dispõe sobre os registros públicos. Diário Oficial da União, Brasília, DF, 31 dez. 1973. Disponível em:

CC BY

REMUNOM
ISSN 2178-6925

Received: 12/07/2026 - **Accepted:**24/08/2026
Vol: 13.18 - August
DOI: 10.66104/tc7e5q24
Pages: 1-26

https://www.planalto.gov.br/ccivil_03/leis/l6015compilada.htm. Acesso em: 23 ago. 2026.

BRASIL. **Lei nº 6.938, de 31 de agosto de 1981**. Dispõe sobre a Política Nacional do Meio Ambiente, seus fins e mecanismos de formulação e aplicação. Diário Oficial da União, Brasília, DF, 2 set. 1981. Disponível em: https://www.planalto.gov.br/ccivil_03/leis/l6938.htm. Acesso em: 24 ago. 2026.

BRASIL. **Lei nº 9.985, de 18 de julho de 2000**. Institui o Sistema Nacional de Unidades de Conservação da Natureza. Diário Oficial da União, Brasília, DF, 19 jul. 2000. Disponível em: https://www.planalto.gov.br/ccivil_03/leis/l9985.htm. Acesso em: 23 ago. 2026.

BRASIL. **Lei nº 10.406, de 10 de janeiro de 2002**. Institui o Código Civil. Diário Oficial da União, Brasília, DF, 11 jan. 2002. Disponível em: https://www.planalto.gov.br/ccivil_03/leis/2002/l10406compilada.htm. Acesso em: 23 ago. 2026.

BRASIL. **Lei nº 12.651, de 25 de maio de 2012**. Dispõe sobre a proteção da vegetação nativa. Diário Oficial da União, Brasília, DF, 28 maio 2012. Disponível em: https://www.planalto.gov.br/ccivil_03/_ato2011-2014/2012/lei/l12651compilado.htm. Acesso em: 23 ago. 2026.

BRASIL. **Lei nº 13.097, de 19 de janeiro de 2015**. Reduz a zero as alíquotas da Contribuição para o PIS/PASEP e dá outras providências. Diário Oficial da União, Brasília, DF, 20 jan. 2015. Disponível em: https://www.planalto.gov.br/ccivil_03/_ato2015-2018/2015/lei/l13097.htm. Acesso em: 23 ago. 2026.

BRASIL. **Lei nº 14.119, de 13 de janeiro de 2021**. Institui a Política Nacional de Pagamento por Serviços Ambientais. Diário Oficial da União, Brasília, DF, 14 jan. 2021. Disponível em: https://www.planalto.gov.br/ccivil_03/_ato2019-2022/2021/lei/l14119.htm. Acesso em: 23 ago. 2026.

BRASIL. **Lei nº 15.042, de 11 de dezembro de 2024**. Institui o Sistema Brasileiro de Comércio de Emissões de Gases de Efeito Estufa (SBCE). Diário Oficial da União, Brasília, DF, 12 dez. 2024b. Disponível em: https://www.planalto.gov.br/ccivil_03/_ato2023-2026/2024/lei/L15042.htm. Acesso em: 23 ago. 2026.

CÂMARA, Alexandre Freitas. Taxatividade dos direitos reais e o direito real de disposição: um direito real oculto. **Revista Brasileira de Direito Civil**, Belo Horizonte, v. 31, n. 4, p. 145-166, out./dez. 2022. Disponível em: https://rbdcivil.ibdcivil.org.br/rbdc/article/view/867. Acesso em: 23 ago. 2026.

CAMPOS, Marialice Souzalima; CUNHA, Fabiana Cristina Arthur da. O princípio da concentração dos atos na matrícula imobiliária como forma de redução dos custos

CC BY

REMUNOM
ISSN 2178-6925

Received: 12/07/2026 - **Accepted:**24/08/2026
Vol: 13.18 - August
DOI: 10.66104/tc7e5q24
Pages: 1-26

de transação. **Revista de Direito, Economia e Desenvolvimento Sustentável**, v. 6, n. 2, p. 63-78, jul./dez. 2020. Disponível em: https://indexlaw.org/index.php/revistaddsus/article/view/7140. Acesso em: 23 ago. 2026.

CARNAÚBA, Daniel Amaral; REINIG, Guilherme Henrique Lima. O regime das obrigações propter rem e as despesas condominiais. **Civilistica.com**, Rio de Janeiro, a. 7, n. 2, p. 1-47, 2018. Disponível em: https://civilistica.emnuvens.com.br/redc/article/view/339. Acesso em: 23 ago. 2026.

COLOMBI, Henry. O numerus clausus dos direitos reais em perspectiva comparada: Brasil, Argentina e Portugal. **Revista Jurídica Luso-Brasileira**, ano 9, n. 6, p. 1043-1059, 2023. Disponível em: https://www.cidp.pt/revistas/rjlb/2023/6/2023_06_1043_1059.pdf. Acesso em: 23 ago. 2026.

CUNHA, Lucas Ribeiro; TUPIASSU MERLIN, Lise Vieira da Costa. A natureza jurídica dos créditos de carbono na Lei 15.042/2024. **Revista da Defensoria Pública da União**, n. 25, p. 169-194, jan./jun. 2026. Disponível em: https://revistadadpu.dpu.def.br/article/view/867. Acesso em: 23 ago. 2026.

FENSTERSEIFER, Tiago. Estado Socioambiental de Direito e o princípio da solidariedade como seu marco jurídico-constitucional. **Direitos Fundamentais & Justiça**, v. 2, n. 2, p. 132-157, 2008. Disponível em: https://dfj.emnuvens.com.br/dfj/article/view/546. Acesso em: 23 ago. 2026.

FLEISCHMANN, Simone Tassinari Cardoso; POMJÉ, Caroline. Partilha da valorização das cotas sociais. **Revista Brasileira de Direito Civil**, Belo Horizonte, v. 31, n. 4, p. 41-60, out./dez. 2022. Disponível em: https://rbdcivil.ibdcivil.org.br/rbdc/article/view/692. Acesso em: 23 ago. 2026.

FRENCH, Susan F. Design Proposal for the New Restatement of the Law of Property: Servitudes. **University of California Davis Law Review**, v. 21, n. 4, p. 1213-1232, 1988. Disponível em: https://lawreview.law.ucdavis.edu/archives/21/4/design-proposal-new-restatement-law-property-servitudes. Acesso em: 24 ago. 2026.

GARCIA, Beatriz; RIMMER, Lawrence; VIEIRA, Leticia Canal; MACKEY, Brendan. REDD+ and forest protection on indigenous lands in the Amazon. **Review of European, Comparative & International Environmental Law**, v. 30, n. 2, p. 207-219, 2021. Disponível em: https://doi.org/10.1111/reel.12389. Acesso em: 23 ago. 2026.

GOUVÊA, Cybele Oliveira e Souza de. **Bem principal e acessório**: estudo sobre suas espécies e critérios identificadores à luz do Código Civil de 2002. 2004. Dissertação (Mestrado em Direito) - Universidade Federal de Minas Gerais, Belo

CC BY

REMUNOM
ISSN 2178-6925

Received: 12/07/2026 - **Accepted:**24/08/2026
Vol: 13.18 - August
DOI: 10.66104/tc7e5q24
Pages: 1-26

Horizonte, 2004. Disponível em: https://repositorio.ufmg.br/handle/1843/44855. Acesso em: 23 ago. 2026.

HANSMANN, Henry; KRAAKMAN, Reinier. Property, Contract, and Verification: The Numerus Clausus Problem and the Divisibility of Rights. **Journal of Legal Studies**, v. 31, n. 2, parte 2, p. S373-S420, 2002. Disponível em: https://openyls.law.yale.edu/handle/20.500.13051/4601. Acesso em: 23 ago. 2026.

HEPBURN, Samantha. Carbon Rights as New Property: The Benefits of Statutory Verification. **Sydney Law Review**, v. 31, n. 2, p. 239-271, 2009. Disponível em: https://www.austlii.edu.au/au/journals/SydLRev/2009/10.pdf. Acesso em: 23 ago. 2026.

LOFT, Lasse et al. Taking Stock of Carbon Rights in REDD+ Candidate Countries: Concept Meets Reality. **Forests**, v. 6, n. 4, p. 1031-1060, 2015. Disponível em: https://www.mdpi.com/1999-4907/6/4/1031. Acesso em: 23 ago. 2026.

LIMA, Adriana Almeida et al. Socio-environmental carbon 5.0: Amazonian leadership, effectiveness of legislation in the sustainable implementation of carbon credits. **REMUNOM**, v. 1, n. 3, p. 1-62, 2026. DOI: https://doi.org/10.61164/jt2jdk87. Disponível em: https://remunom.ojsbr.com/multidisciplinar/article/view/5386. Acesso em: 26 ago. 2026.

LOUREIRO, Luiz Guilherme. **Registros públicos**: teoria e prática. 11. ed. Salvador: JusPODIVM, 2021.

LUZ, Lorena Fávero Pacheco da; ARRUDA, André Felipe Soares de; LUZ, Verônica Fávero Pacheco da. Crédito de carbono e serviços registrais: o papel da segurança jurídica na sustentabilidade. **Contemporânea**, v. 5, n. 4, p. 1-27, 2025. Disponível em: https://ojs.revistacontemporanea.com/ojs/index.php/home/article/view/7863. Acesso em: 23 ago. 2026.

MACHADO, Paulo Affonso Leme. **Direito ambiental brasileiro**. 21. ed. rev., ampl. e atual. São Paulo: Malheiros, 2013.

MALUF, Aflaton Castanheira. Pagamento por serviços ambientais: planos americano e brasileiro. **Revista Amagis Jurídica**, Belo Horizonte, v. 16, n. 2, p. 15-53, maio/ago. 2024. Disponível em: https://revista.amagis.com.br/index.php/amagis-juridica/article/view/384. Acesso em: 23 ago. 2026.

MATO GROSSO. Corregedoria-Geral da Justiça. **Provimento nº 52, de 19 de dezembro de 2024**. Altera o Provimento nº 42, de 29 de dezembro de 2020, do Código de Normas Gerais da Corregedoria-Geral de Justiça do Foro Extrajudicial, para dispor sobre o registro de crédito de carbono nas serventias extrajudiciais do Estado do Mato Grosso. Cuiabá: TJMT, 2024. Disponível em: https://corregedoria-mc.tjmt.jus.br/corregedoria-arquivos-prod/cms/Provimento_n_52_2024_CGJ_a5dec26f53.pdf. Acesso em: 24 ago. 2026.

CC BY

REMUNOM
ISSN 2178-6925

Received: 12/07/2026 - **Accepted:**24/08/2026
Vol: 13.18 - August
DOI: 10.66104/tc7e5q24
Pages: 1-26

McLAUGHLIN, Nancy A.; WEEKS, W. William. In Defense of Conservation Easements: A Response to the End of Perpetuity. **Wyoming Law Review**, v. 9, n. 1, p. 1-96, 2009. DOI: 10.59643/1942-9916.1187. Disponível em: https://doi.org/10.59643/1942-9916.1187. Acesso em: 24 ago. 2026.

MELO, Leonara Oliveira; MELO, Gilson Martins de. Uma reflexão acerca da Servidão Ambiental no Brasil. **Direito em Revista**, v. 6, p. 216-231, jan./dez. 2021. Disponível em: https://revistas.icesp.br/index.php/DIR_REV/article/view/2123. Acesso em: 23 ago. 2026.

MERRILL, Thomas W.; SMITH, Henry E. Optimal Standardization in the Law of Property: The Numerus Clausus Principle. **Yale Law Journal**, v. 110, n. 1, p. 1-70, 2000. Disponível em: https://yalelawjournal.org/pdf/450_gnotg4rq.pdf. Acesso em: 23 ago. 2026.

NEW SOUTH WALES. **Conveyancing Act 1919 No 6**. Sydney: NSW Parliamentary Counsel's Office, 1919. Disponível em: https://legislation.nsw.gov.au/view/html/inforce/current/act-1919-006. Acesso em: 24 ago. 2026.

NEW ZEALAND. **Forestry Rights Registration Act 1983 No 42**. Wellington: Parliamentary Counsel Office, 1983. Disponível em: https://www.legislation.govt.nz/act/public/1983/0042/latest/whole.html. Acesso em: 24 ago. 2026.

OLIVA, Milena Donato; RENTERÍA, Pablo. Autonomia privada e direitos reais: redimensionamento dos princípios da taxatividade e da tipicidade no direito brasileiro. **Civilistica.com**, a. 5, n. 2, p. 1-19, 2016. Disponível em: https://civilistica.emnuvens.com.br/redc/article/view/267. Acesso em: 23 ago. 2026.

OSBORNE, Tracey et al. Climate justice, forests, and Indigenous Peoples: toward an alternative to REDD+ for the Amazon. **Climatic Change**, v. 177, n. 8, artigo 128, p. 1-28, 2024. Disponível em: https://doi.org/10.1007/s10584-024-03774-7. Acesso em: 23 ago. 2026.

PEREIRA, Gustavo Faria; FREITAS FILHO, Roberto; MIRANDA, Bartira Macedo de. O dever de fundamentar do registrador: por uma teoria da decisão aplicável à qualificação registral. **Revista ESMAT**, v. 15, n. 26, p. 121-138, 2024. Disponível em: https://doi.org/10.29327/270098.15.26-6. Acesso em: 25 ago. 2026.

PORTO, Antônio José Maristrello; SANTOS, Laura Meneghel dos. Cotas da Reserva Ambiental: uma interpretação da análise econômica do direito. **Revista Estudos Institucionais**, v. 3, n. 2, p. 922-948, 2018. Disponível em: https://www.estudosinstitucionais.com/REI/article/view/228. Acesso em: 25 ago. 2026.

CC BY

REMUNOM
ISSN 2178-6925

Received: 12/07/2026 - **Accepted:**24/08/2026
Vol: 13.18 - August
DOI: 10.66104/tc7e5q24
Pages: 1-26

SANTIAGO, Tiago. Carbono sem regra: lacunas sistêmicas e o custo jurídico da indefinição regulatória. **Revista de Direito Contábil Fiscal**, v. 8, n. 15, p. 259-277, 2026. Disponível em: https://revistas.apet.org.br/index.php/rdcf/article/view/858. Acesso em: 23 ago. 2026.

STRECK, Charlotte. Who Owns REDD+? Carbon Markets, Carbon Rights and Entitlements to REDD+ Finance. **Forests**, v. 11, n. 9, artigo 959, p. 1-15, 2020. Disponível em: https://www.mdpi.com/1999-4907/11/9/959. Acesso em: 23 ago. 2026.

THOMÉ, Romeu. **Manual de direito ambiental**. 6. ed. rev., ampl. e atual. Salvador: JusPODIVM, 2016.

CC BY